

PROVIDENCE CITY COUNCIL MEETING AGENDA
November 15, 2016 6:00 PM
Providence City Office Building, 15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at 6:00 p.m. Anyone interested is invited to attend.

Call to Order: Mayor Calderwood
Roll Call of City Council Members: Mayor Calderwood
Pledge of Allegiance:

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of November 1, 2016 City Council meeting.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Public Hearing (6:15 PM): Prior to making adjustments to the 2017 Budgets for the General Fund and Capital Project Fund, the City Council is holding a public hearing. The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the adjustments before action is taken. The City Council invites you to attend the hearing in order to offer your comments.

Business Items:

Item No. 1. Budget Adjustment - Resolution 047-2016: The Providence City Council will consider for adoption a resolution amending the 2017 Budgets for the General Fund and Capital Project Fund.

Item No. 2. Lawn Care Services – Resolution 048-2016: The Providence City Council will consider for adoption a resolution approving the Agreement with Stickman Lawn Care to provide Lawn Care Services for a 5 year period, with an annual renewal unless cancelled by either party, and authorizing the Mayor and Administrative Services Director execute the Agreement.

Item No. 3. City Engineer – Resolution 049-2016: The Providence City Council will consider for adoption a resolution approving the contract with CRS Engineers to provide general engineering services for the City; and authorizing the Mayor and Administrative Services Director to execute the contract.

Item No. 4. Bid Award – Resolution 050-2016: The Providence City Council will consider for adoption a resolution awarding the bid for the construction of a vehicle cover at the Public Works Facility, 350 East Center, Providence UT.

Item No. 5. Development Agreement – Resolution 052-2016: The Providence City Council will consider for adoption a resolution amending the Development and Public Improvement Installation Agreement for Little Baldy Place Subdivision, a 37-lot residential subdivision located generally at 80 North Sherwood Drive.

Item No. 6. Amend Standards and Specifications Manual – Resolution 051-2016: The Providence Council will consider for adoption a resolution amending the Providence City Corporation Department of Public Works Standards and Specifications Manual by changing the standard street cross-sections. This amendment would add cross-sections, amending the required asphalt width and increasing the minimum park strip width from 6' to 7'. The minimum sidewalk width would remain at 5'.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Agenda posted the 10 day of November 2016.

A handwritten signature in blue ink, appearing to read "Skarlet Bankhead", is written over the printed name.

Skarlet Bankhead
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

Information for the following Agenda Items will be available Monday, November 14.

Item No. 1. The Providence City Council will consider approval of the minutes of November 1, 2016 City Council meeting.

Item No. 4. Bid Award – Resolution 050-2016: The Providence City Council will consider for adoption a resolution awarding the bid for the construction of a vehicle cover at the Public Works Facility, 350 East Center, Providence UT.

Item No. 6. Amend Standards and Specifications Manual – Resolution 051-2016: The Providence Council will consider for adoption a resolution amending the Providence City Corporation Department of Public Works Standards and Specifications Manual by changing the standard street cross-sections. This amendment would add cross-sections, amending the required asphalt width and increasing the minimum park strip width from 6' to 7'. The minimum sidewalk width would remain at 5'.

PROVIDENCE CITY COUNCIL
PUBLIC HEARING

Hearing Description: 2017 Budget Adjustments for the General Fund and Capital Project Fund by:
General Fund: increasing revenue for donations received for recreation programs such as baseball and the city celebration (\$7,800), and increasing the Recreation Division expenses in baseball/softball fields, and city celebration; increasing revenue from money received in prior years (\$30,000) and increasing the Planning Division expense in master plan and maps.
Capital Project Fund: increasing revenue from money received in prior years (\$310,000) and increasing the expense for street construction – improvements

Hearing Date: November 15, 2016

Hearing Time: 6:15 p.m.

Hearing Location: Providence City Office Building, 15 South Main, Providence UT

Prior to making adjustments to the 2017 Budgets for General Fund and Capital Project Fund, the City Council is holding a public hearing. The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the adjustments before action is taken. The City Council invites you to attend the hearing in order to offer your comments.

If you are disabled and/or need assistance to attend the public hearing, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Thank you,


Skarlet Bankhead
City Recorder

Newspaper Publication Date(s): 11/08/2016

Posting Date: 11/07/2016

Posted on www.providencecity.com and the Utah Public Notice Website

Resolution 047-2016

A RESOLUTION ADJUSTING THE 2017 BUDGETS FOR THE GENERAL FUND AND CAPITAL PROJECT FUND

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence City has received donations for recreation programs such as baseball and the city celebration. This revenue was not anticipated in the 2017 General Fund Budget. Staff is requesting the following adjustments to the 2017 General Fund Budget:

- Increase revenue in Park Donations from \$0.00 to \$5,000; a \$5,000 increase. This money was donated toward a scoreboard for the southwest baseball field.
 - Increase expense Baseball/Softball Field from \$27,000 to \$32,000; a \$5,000 increase.
- Increase revenue in City Celebration from \$2,500 to \$3,800; a \$1,300 increase.
- Increase revenue in City Celebration-Food Sales from \$1,500 to \$1,700; a \$200 increase.
 - Increase expense Celebration from \$5,000 to \$6,500; a \$1,500 increase.
- Increase revenue in Donations-Misc. from \$0.00 – \$1,300; a \$1,300 increase. This money was donated toward the Providence Baseball All-Star Team.
 - Increase expense Baseball-Recreation from \$25,000 to \$26,300; a \$1,300 increase.
- Increase revenue in Prior Year Excess from \$50,000 to \$80,000; a \$30,000 increase.
 - Increase expense Maps and Master Plan from \$7,000 to \$37,000; a \$30,000 increase.

WHEREAS Providence City anticipated and allocated money for construction projects during the 2016 Budget Year. The projects did not move forward as fast as the city anticipated, and the money was not spent during the 2016 Budget Year. The projects are now underway and Staff is requesting the following amounts be moved forward into the 2017 Budget Year:

- Capital Project Fund: increase Prior Year Funds from \$797,600 to \$1,107,600; a \$310,000 increase.
 - Capital Project Fund: increase Expenditures Streets Division Construction Improvements from \$300,000 to \$610,000; a \$310,000 increase.

THEREFORE be it resolved by the Providence City Council:

- The above adjustments to the 2017 Budgets shall be approved and the budgets shall be amended to reflect the changes.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15 day of November, 2016.

Council Vote:

Allen, Kirk	() Yes	() No	() Excused	() Abstained	() Absent
Baldwin, Jeff	() Yes	() No	() Excused	() Abstained	() Absent
Drew, John	() Yes	() No	() Excused	() Abstained	() Absent
Giles, Dennis	() Yes	() No	() Excused	() Abstained	() Absent
Sneddon, Roy	() Yes	() No	() Excused	() Abstained	() Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

DRAFT

Budget Adjustment November 15, 2017

Fund	Description	Revenue Increase	Expense Increase
General Fund Revenue	Park Donations	\$5,000	
General Fund Revenue	City Celebration	\$1,300	
General Fund Revenue	City Celebration-Food Sales	\$200	
General Fund Revenue	Donations – Misc.	\$1,500	
General Fund Expense	Recreation – Baseball/Softball Field		\$5,000
General Fund Expense	Recreation - Celebration		\$1,500
General Fund Expense	Recreation – Baseball-Recreation		\$1,500
General Fund	Totals	\$8,000	\$8,000
Capital Project Fund Revenue	Prior Year Funds	\$310,000	
Capital Project Fund Expense	Street Division Construction Improvements		\$310,000
Capital Project Fund	Totals	\$310,000	\$310,000

Resolution 048-2016

A RESOLUTION APPROVING THE AGREEMENT WITH STICKMAN LAWN CARE TO PROVIDE LAWN CARE SERVICES FOR A 5 YEAR PERIOD, WITH AN ANNUAL RENEWAL UNLESS CANCELLED BY EITHER PARTY, AND AUTHORIZING THE MAYOR AND ADMINISTRATIVE SERVICES DIRECTOR EXECUTE THE AGREEMENT.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS on November 1, 2016 the Providence City Council approved Resolution 045-2016 selecting a firm to provide Lawn Care Services for a 5 year period, with an annual renewal unless cancelled by either party.

- The attached contract was presented to and accepted by Stickman Lawn Care Services.

THEREFORE be it resolved by the Providence City Council:

- The attached the Agreement with Stickman Lawn Care to provide Lawn Care Services for a 5 year period, with an annual renewal unless cancelled by either party, shall be approved.
- The Mayor and Administrative Services Director are authorized to execute the Agreement.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15 day of November, 2016.

Council Vote:

Allen, Kirk	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Giles, Dennis	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sneddon, Roy	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

LAWN CARE SERVICES AGREEMENT

This Lawn Care Services Agreement (Agreement) is entered into this 9 day of November, 2016, by and between STICKMAN LAWN CARE, (Contractor), and the City of Providence, (City), a municipal corporation.

WHEREAS, the City desires to contract with Contractor for lawn care services at various locations throughout the City.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. CONTRACTOR OBLIGATIONS

Contractor agrees to provide the following lawn care services (Services) pursuant to the terms of this Agreement:

- 1.1 **Mowing.** Contractor agrees to mow all lawns at the locations identified in subsection 1.4 below.
- 1.2 **Removal of Accumulated, Visible Grass Clippings/Trimmings.** Contractor agrees that if grass clippings/trimmings associated with its performance of the Services accumulate to a point where they become readily visible, Contractor will remove the same within 24 hours of receiving notice from the City. The parties agree that the City, in its sole, reasonable discretion, will determine when the grass clippings/trimmings have become readily visible triggering Contractor's obligation to remove the same. Contractor agrees that it will not blow, sweep or otherwise remove clippings/trimmings into the streets or sidewalks.
- 1.3 **Trimming/Edging.** Contractor agrees to trim/edge along all sidewalks, fences, walls, trees, poles, headstones, etc.
- 1.4 **Locations.** Contractor agrees to provide Services at the following locations in the City:
 - 1.4.1 Meadow Ridge Park, located at 325 West 200 South;
 - 1.4.2 Brookside Park, located at 450 North 100 East;
 - 1.4.3 Cattle Corral Park, located at 200 South 100 East;
 - 1.4.4 Alma Leonhardt Park, located at 300 West 200 North;
 - 1.4.5 Braegger Park, located at 321 East 300 South;
 - 1.4.6 Uptown Park, 100 North 100 East;
 - 1.4.7 Hampshire Park, 285 West 575 South;
 - 1.4.8 Von Baer Park, 350 East Center;
 - 1.4.9 Zollinger Park, 61 North 200 West;
 - 1.4.10 Spring Creek Soccer Fields, 350 West 100 North (south of Spring Creek Middle School)
 - 1.4.11 Veterans' Monument, 100 North 200 West;
 - 1.4.12 Bus Stop, intersection of Gateway Drive and Spring Creek Parkway
 - 1.4.13 Providence City Cemetery, located in River Heights City at 900 East River Heights Blvd.;
 - 1.4.14 Retention Area, 225 South 485 West;
 - 1.4.15 City Office, 15 South Main;

- 1.4.16 Library, 15 North Main;
- 1.4.17 Public Works Facility, 310 East Center;
- 1.4.18 Foxridge open area, approximately 101 South Foxridge Drive
- 1.5 **Frequency/Timing.** Contractor agrees to provide the Services to each location identified in subsection 1.4 one time per week, completed between the hours of 7:30 a.m. and 8:00 p.m. All mowing in a particular City property must be done completely once started. If not completed that same day, it must be finished the following day, weather permitting.
- 1.6 **Commencement and Termination of Services.** Contractor agrees to commence performance of the Services for the lawn care season under this Agreement when the City deems reasonably necessary. Likewise, Contractor agrees to terminate its performance of the Service for the lawn care season when the City deems reasonably necessary. The parties agree that the lawn care season will commence each spring and terminate each fall as dictated by the then existing weather conditions and needs of the City.
- 1.7 **Equipment and Tools.** Contractor agrees to provide all reasonable necessary tools and equipment to perform the service to be rendered.
 - 1.7.1 **Equipment Maintenance.** All hand tools and equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements. It is understood that the City shall not be responsible for supplying any hand tools or equipment for the performance of this Agreement.
- 1.8 **Removal of Debris.** Any and all lawn care and maintenance debris shall be removed from the site of the maintenance and disposed of properly.
 - 1.8.1 **Limbs and Foreign Objects.** All limbs and large foreign objects shall be removed or placed out of the way of lawn maintenance equipment. Under no circumstances shall lawn equipment be allowed to run over trash or other items which would be shredded and strewn across the lawn area. Contractor shall notify City of any areas requiring cleanup with sufficient notice to allow the City to clean the area before the next lawn maintenance is performed.
- 1.9 **City Requests Notification.** If while performing lawn care services the Contractor or its employees discovers leaks or maintenance concerns with the sprinkler systems and amenities at the Lawn Care Locations, the City requests notification of such concerns as soon as reasonably possible.

SECTION 2. CITY OBLIGATION

- 2.1 **Sprinkling Systems/Amenities.** The City agrees to maintain all sprinkler systems and amenities at the Lawn Care Locations, excepting any equipment or parts destroyed or damaged by Contractor. Should Contractor, its employees or equipment damage any sprinkler systems or amenities Contractor must notify City immediately and perform the necessary repairs. If repairs are not made within 24 hours of damage City will repair the sprinkler system and deduct the reasonable cost of doing so from the next invoice or invoices of Contractor.
- 2.2 **Trees, Bushes, Flower Gardens.** The City agrees that it will maintain any and all trees, bushes, and flower gardens at the Lawn Care Locations.
- 2.3 **Fees.** City agrees to pay invoices submitted by Contractor pursuant to the fee schedule and terms hereto attached as Exhibit A.

SECTION 3. MISCELLANEOUS

The following provisions are an integral part of this Agreement:

- 3.1 **Non-liability of City for Damages; Indemnity/Hold Harmless; Certificate of Insurance.** City shall not be liable for liability or damage claims for injury to person or property from any cause relating to Contractor's performance of the Services at the lawn care locations.
 - 3.1.1 Contractor agrees to indemnify and hold harmless City, and their agents and employees, from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of its occupancy or Service performed at the lawn care locations:
 - 3.1.1.1 For bodily injury, illness, death or for property damage including use and
 - 3.1.1.2 Caused in whole or in part by Contractor negligent act of omission or that of anyone employed by Contractor for whose acts Contractor may be liable.
 - 3.1.1.3 Contractor waives any claim against the City for Damages relating to its occupancy of the lawn care locations from any cause whatsoever.
 - 3.1.1.4 Contractor agrees to provide certificates of insurance.
 - 3.1.1.4.1 Insurance is required to be maintained until final payment is made at the termination of the lawn care season.
 - 3.1.1.5 **Workers Compensation Insurance.** With respect to all operations, the Contractor performs and all those performed for him by subcontractors worker's compensation shall be in force per Utah State Law.
 - 3.1.1.6 **General Liability Insurance.** Contractor shall maintain a policy of general liability comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits of \$2,000,000 aggregate, \$1,000,000 per occurrence.
 - 3.1.1.7 **Vehicle Liability.** Contractor shall maintain a policy of comprehensive liability coverage for owned, hired and non-owned vehicle. The combined limits of coverage shall not be less than \$1,000,000.
- 3.2 **Status Verification System.** Contractor agrees to provide the City with an affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.
- 3.3 **Attorneys' Fees and Collection Costs.** In the event of litigation or binding arbitration to enforce the Agreement, the prevailing party shall be entitled to costs and attorneys' fees.
- 3.4 **Entire Agreement and Amendment.** With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the parties' entire agreement, and may not be altered, modified or amended except by written agreement signed by all parties. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.

- 3.5 **Governing Law.** This Agreement is made and entered into in the State of Utah and shall be interpreted and enforced under and pursuant to the laws of the State of Utah. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought in the District Court of Cache County, Utah, the parties expressly consenting to jurisdiction and venue in that district and county.
- 3.6 **Severability.** The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.
- 3.7 **Counterparts.** This Agreement may be executed first by one or more facsimile signatures, which shall be binding in the same manner as if such signatures were original signatures. In the event this Agreement is executed by facsimile signature by any party, such party shall provide an original signature to the other party or parties as soon as possible following the full execution of this Agreement.
- 3.8 **Duration and Termination of Agreement.** The term of this Agreement shall be for five (5) years. This Agreement can be terminated by either party for any reason whatsoever by giving as least forty-five (45) days written notice to the nonterminating party. Both parties agree to perform their relative obligations under this Agreement after notice of intent to terminate is given until the date of termination of the Agreement.
- 3.9 **Assignability.** This agreement is not assignable to other contractors except with written consent of the City. If the ownership of contractor substantially changes during the term of this contract, the City may cancel this contract unless it gives prior consent to the change of ownership.

PROVIDENCE CITY, a Utah Municipal Corporation

By: _____

Title: _____

DATED _____ day of _____, 2016.

CONTRACTOR

By: STICKMAN LAWN CARE

Title: ERIK SKYRIVER (OWNER)

DATED 9 day of November, 2016.

Resolution 049-2016

A RESOLUTION APPROVING THE CONTRACT WITH CRS ENGINEERS TO PROVIDE GENERAL ENGINEERING SERVICES FOR THE CITY; AND AUTHORIZING THE MAYOR AND ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE THE CONTRACT.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS on November 1, 2016 the Providence City Council approved Resolution 046-2016 selecting a firm to provide general engineering services for the City; and authorizing the Mayor and Administrative Services Director to negotiate a contract.

- The attached Contract was presented and accepted by CRS Consulting Engineers Incorporated.

THEREFORE be it resolved by the Providence City Council:

- The attached Contract with CRS Consulting Engineers Incorporated to provide general engineering services for the City shall be approved.
- The Mayor and Administrative Services Director are authorized to execute the Agreement.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15 day of November, 2016.

Council Vote:

Allen, Kirk	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Giles, Dennis	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sneddon, Roy	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder



Providence City

Standard Contract Terms and Conditions

Project: Municipal Engineering Services

1. **PARTIES:** This Agreement is made and entered into as of the ____ day of November, 2016, "Contract" by and between Providence City, a Utah municipal corporation, hereinafter referred to as the "City", and CRS Consulting Engineers, Incorporated, hereinafter referred to as "Contractor".
2. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the attached Request for Proposal dated September 2, 2016 as Addendum 1. This Contract also includes the proposal submitted by Contractor as Addendum 2 with a proposed cost of \$ (see fee schedule in the proposal), dated September 19, 2016, which includes Insurance and Bond Requirements.
3. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in Providence City Procurement Policy, and related statutes which permit Providence City to purchase certain specified services, and other approved purchases for Providence City.
4. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for Cache County.
5. **LAWS AND REGULATIONS:** The person or entity contracting with Providence City under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
6. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and Providence City staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
7. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
8. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to Providence City and anyone for whom Providence City may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
9. **PAYMENT:**
 - 9.1. Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate City official, the Contractor may assess interest on overdue, undisputed account charges

up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

- 9.2. The Contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail or electronic funds transfer.
- 9.3. The acceptance by the Contractor of final payment without a written protest filed with Providence City within ten (10) working days of receipt of final payment shall release Providence City from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
10. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
11. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
12. **DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for Providence City, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with Providence City. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to Providence City. Contractor further agrees to provide all assistance reasonably requested by Providence City in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
13. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.
- 13.1. **Status Verification System**
- 13.1.1. Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.

- 13.1.2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- 13.1.3. Providence City will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- 13.1.4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

13.2. Indemnity Clause for Status Verification System

- 13.2.1. Contractor (includes, but is not limited to any Contractor, Subcontractor, or Consultant) shall protect, indemnify and hold harmless, Providence City and its officers, employees, agents, representatives and anyone that Providence City may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
14. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of Providence City or closely related to officers and employees of Providence City by blood or marriage, unless disclosure has been made. Contractor also represents that it has no conflict of interest in performing the services for Providence City under this Contract, unless such conflict of interest has been disclosed to Providence City and approval to proceed, notwithstanding the conflict, has been obtained from Providence City in writing.
 15. CONTRACTOR AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Providence City to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Providence City, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Providence City. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Providence City for these Contract services. Persons employed by Providence City and acting under the direction of Providence City shall not be deemed to be employees or agents of the Contractor.
 16. INDEMNITY CLAUSE: The Contractor agrees to indemnify, save harmless, and release Providence City, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from Providence City's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
 17. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for

employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of Providence City regarding any of the above mentioned prohibitions in this paragraph.

18. **PERFORMANCE EVALUATION:** Providence City may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
19. **QUALITY OF FINAL PRODUCT.** The contractor agrees to provide the City a professionally prepared document that has been edited and reviewed for quality; and is ready for general distribution and publication.
20. **WAIVERS:** No waiver by Providence City or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
21. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
22. **RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
23. **SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by Providence City. The Contractor must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.
24. **TERMINATION:**
 - 24.1. Unless otherwise stated in the Additional Terms and Conditions of Providence City, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - 24.2. In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from Providence City is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the

Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of Providence City and shall be promptly delivered to Providence City.

25. INSURANCE:

25.1. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by Providence City.

25.2. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

25.2.1. Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

25.2.2. Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.

25.2.3. Any other insurance described in the solicitation for this Contract, if applicable.

25.3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

25.4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

26. STANDARD OF CARE: The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to Providence City for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against Providence City), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

27. PROVIDENCE CITY REVIEWS, LIMITATIONS: The right of Providence City to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by Providence City, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by Providence City or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by Providence City of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to Providence City in accordance with applicable law for all damages to Providence City caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

28. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that Providence City cannot contract for the payment of funds not yet appropriated by the City Council. If the Council does not appropriate funds for

Providence City

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paying Providence City's obligations on this Contract, or if funding to Providence City is reduced due to an order by the Mayor, or is required by State law, or if Federal funding (when applicable) is not provided, Providence City may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from Providence City upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, Providence City will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and Providence City will not be liable for any future commitments, penalties, or liquidated damages.

29. SALES TAX EXEMPTION: Providence City's sales and use tax exemption number is (Providence City will provide this number as needed). The tangible personal property or services being purchased are being paid from Providence City funds and used in the exercise of that entity's essential functions.
30. PUBLIC INFORMATION: Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives Providence City express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
31. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold Providence City, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
32. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Providence City.
33. DEFAULT AND REMEDIES:
 - 33.1. Any of the following events will constitute cause for Providence City to declare Contractor in default of this Contract:
 - 33.1.1. Nonperformance of contractual requirements; or
 - 33.1.2. A material breach of any term or condition of this Contract.
 - 33.2. Should Contractor be in default under any of the provisions under Subsection 32.1 above, Providence City will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Providence City may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.
34. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Providence City may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

35. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Providence City is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of Providence City, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
36. **CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc.
37. **ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related Providence City solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of Providence City. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.
38. **DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. Providence City, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If Providence City appoints such an expert or panel, Providence City and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

OWNER:

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR:

By: _____

Attest: _____

Address for giving notices:

END OF DOCUMENT



ADDENDUM 1

Providence City **REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

Introduction and Purpose:

Providence City is Statements of Qualifications for professional engineering services to provide general engineering services to the City.

It is the intention of Providence City to engage the selected firm to perform day to day municipal engineering work as well as various special projects.

The City intends to have the selected Firm function as the "City Engineer" to review proposed commercial and residential development plans in order to determine compliance with applicable laws, adopted public works standards, and ordinances implemented or adopted by the City, and also to function as a consultant to the City in development matters. The City further intends to have the Firm design and/or monitor the construction of municipal projects, including roadway/street, water, storm water, and drainage as well as a variety of other projects. The services requested will require the Firm to be licenses to practice engineering in the State of Utah. The City reserves the right to select an engineer other than the designated City engineer on a specific project basis as determined by the City Council to be in the best interest of the City.

General Background:

Providence City is a City of the 5th Class, with an estimated population of 7,125; located on the east side of Cache Valley on the south border of Logan City. The City is governed by the six-member council form of government; one of which is the Mayor. The City Council has appointed an Administrative Services Director. The Administrative Services Director is responsible for the day-to-day operation of the City regarding administration, community development, and finance and records, including the oversight of contracts and contracted staff. The City's annual total budget is approximately \$5.7 million.

The City is approximately 3.784 square miles in size with approximately 35 miles of roadways. In addition, the City constructs, maintains, and operates a municipal water system (approximately 2,096 connections) and sewer distribution (approximately 1,992 connections). The City has approximately 45 acres of park property and a 14.71-acre cemetery. The elevation at the City Office is approximately 4,590 feet; the upper east benches in the City are a little over 5,000 feet in elevation.

Providence City is responsible for operating and maintaining the drainage and storm water in the area under Small MS4 General Permit #UTR 09000. The Providence storm water system consists of curb and gutters, culverts, a few typical piped sections, swales and canals. The majority of the storm water

facilities continue to drain into one of two irrigation canals; Spring Creek and Blacksmith Fork, both eventually drain in to the Logan River. The canals have served as the recipient for storm water flows since the City's establishment. Very few controls exist within the system. Providence City also owns secondary water shares in Providence Blacksmith Fork Irrigation Company and Spring Creek Water Company.

The City contracts with Logan City for wastewater treatment, solid waste disposal, and fire services. The City contracts with the Cache County Sheriff's Office for law enforcement and animal control services. The City also participates in various irrigation companies and networks of distribution systems as a shareholder along with the ownership of various water rights.

Instructions and Proposal Elements:

Respondent/Firm or their agents are prohibited from contacting members of the Providence City Council, the Mayor, or any City employee (other than the Administrative Services Director), or City consultants for the purpose of lobbying to secure this agreement. All requests for information shall be made to the Administrative Services Director. Failure to comply with this clause shall be grounds for rejection of their RFQ as non-responsive.

1. All proposals shall be submitted to and all other correspondence shall be directed to:
Providence City
Attn: Skarlet Bankhead
15 South Main
Providence UT 84332
sbankhead@providence.utah.gov
Office: (435) 752-9441
Cell: (435) 994-0966
2. All proposals must be received no later than 5:00 p.m. on Wednesday, September 21, 2016. Nine (9) copies of the proposal (not to exceed 20 pages) must be provided. The copies shall be sealed and clearly identified with "Professional Engineering Services Statement of Qualifications" by the submittal deadline. Neither verbal nor electronic submittals will be accepted or considered valid.
3. Each proposal shall be signed by the principles of the firm.
4. All questions and requests for clarification relative to the RFQ shall be submitted in writing via email to Skarlet Bankhead, Administrative Services Director, no later than 5:00 p.m. on Friday, September 16, 2016.
5. Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by the City staff as an addendum and posted online at www.providencecity.com. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its SOQ. Only those inquiries the City replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.
6. All SOQs become the property of Providence City upon receipt and will not be returned to the submitter.
7. Any cost or expense incurred by the Firm that is associated with the preparation of selection process of the SOQ shall be borne solely by the Firm.
8. All SOQs and supporting documentation are subject to Utah Code 63G-2 Government Records Access and Management Act (GRAMA). Any firm that provides a SOQ and believes that all or portions of the SOQ should be protected under Utah Code Subsection 63G-2-305(1) or (2) or both

Subsections 63G-305(1) and (2) shall provide a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality.

The qualifications and commitment of key personnel assigned to Providence City is critically important in the selection of a firm. Please provide the following elements in your proposal:

1. Cover letter and introduction including the name, phone number, and email address of the person(s) authorized to represent the firm regarding all matters related to the proposal.
2. A description of the candidate firm, including a brief history, number of employees and their disciplines, philosophy regarding the client and customer service, location, years in business, biographies of principals, etc.
3. A statement indicating how the candidate envisions being able to provide services to Providence City and a demonstrated understanding of the high expectations of the City and its residents.
4. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services.
5. Listing of current and relevant projects in relation to similarities of Providence City.
6. List of current clients for engineering services.
7. An organizational chart identifying team members and their areas of responsibility. A description of the firm and description of the personnel on the proposing office.
8. The names and resumes of the professional staff who will be assigned to Providence City, with a statement committing the aforementioned staff to Providence City.
 - a. The individuals must be licensed to provide engineering services in the State of Utah.
9. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available for staff.
10. Contact information for five references (past or current clients).
11. A fee schedule identifying hourly rates per staff position and flat project rates if applicable.
12. Information on frequency and method for proposed rate changes including any projections for future rates.
13. What services are charged for and what, if any, are considered as part of the scope of services, such as providing maps, responding to emails and phone calls, etc.

Scope of Services:

Providence City is seeking a firm that will provide professional contracted services for engineering. The City Engineer will not be an employee of Providence City for any purposed, including but not limited to: the application of the Social Security Act, the Fair Labor Standards Act, the Affordable Care Act, and Utah Unemployment Insurance. General work elements include the following:

1. Assignment of Professional Engineer. The selected Firm shall assign to the City a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Utah.
2. Plan Review Services. The selected Firm will provide technical review of, and answer inquiries relating to: site plans, subdivision plans, land disturbance plans, conditional use plans, and construction plans and escrows relating to projects proposed by applicants to be developed in the City to ensure that such conform to codes adopted by the City.
3. City Project Design Services. The selected Firm must have the capability to design a full array of public works type projects including transportation infrastructure systems, water distribution systems, and storm water systems, in a manner that the infrastructure is functional and cost effective. The selected consulting City Engineer must be able to provide structural / engineering

guidance for municipal structures. The Firm must also be able to assist in the development of public works standards which are periodically adopted by the City.

4. Environmental Services and Regulatory Agency Interactions. The selected Firm shall be well versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies including but not limited to: Utah Department of Transportation, Utah Environment & Natural Resources (particularly Environmental Quality Department, Water Resources, Division of Drinking Water, Water Rights, Water Quality Division, Wildlife Resources), US Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency.
5. Grant Assistance. The selected Firm shall, as requested, complete or assist in the completions of grant applications for City projects.
6. Surveying, Easements, and Related Services. The selected Firm shall have the capability of performing boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.
7. CAD and GIS Capabilities. The selected Firm shall have computer aided drafting a geographical information system capabilities upon request.
8. Meeting Attendance and Participation. The assigned professional engineer from the selected Firm will be expected to attend weekly executive staff meetings, and administrative land use authority meetings that are held on an "as needed" basis. The selected Firm may be expected to attend a variety of City meetings, including but not limited to: planning commission meetings, city council meetings, meeting with affected property owners, miscellaneous meetings with city staff and developers.
9. Work Product. The selected Firm will be expected to provide the City with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting partnership with the City in printed form, as well as in electronic form to include portable document format and the root file(s).
10. Responsiveness. The selected Firm must commit to provide services to the City in a timely manner, without unreasonable delays.
11. Proximity. The selected Firm must be located within reasonable proximity to the City to ensure meeting attendance if requested, meeting coordination and the conveyance of documents when sent via courier.

Employment Verification and Certificate of Insurance:

1. The selected Firm shall be registered in and participate in the Status Verification System to verify work eligibility status as required by Utah Code 63G-12-302.
2. The selected Firm shall be required to provide a certificate of insurance showing coverage for liability, automobile, and workers' compensation. (See minimum requirements below under Terms and Conditions)

Evaluation and Selection:

1. The proposals will be evaluated by a committee made up of the Mayor, one council member (selected by the City Council in an open meeting), the Chair of the Planning Commission, the Administrative Services Director, and the Public Works Director. The committee may then narrow the field to as few as three firms who may be requested to participate in an interview process. The committee will then provide their findings to the City Council. If accepted by the City Council, the

Mayor and Administrative Services Director will negotiate a contract and return to the City Council for award of contract. If less than three firms apply the committee will interview all firms who apply.

2. Providence City reserves the right to reject any or all proposals, and may engage the services of a professional engineer based on the following criteria rather than solely on the lowest cost.
3. The firm will be selected based on the following qualifications and criteria:
 - a. The qualifications, experience, and background of the firm.
 - i. The firm's experience with and expertise in municipal engineering services as listed in the Scope of Services.
 - ii. The firm's demonstrated avoidance of personal or organizational conflicts of interest regarding any matters of litigation or otherwise.
 - iii. The extent to which previous clients have found the firm's services acceptable.
 - iv. Geographical location in relation to Providence City.
 - b. The specific individuals assigned to the project and the time commitments of each to the project.
 - i. The experience and qualifications of the firm's staff that will have primary contact with Providence City Staff.
 - ii. The firm's commitment to delivering work on time and within budget.
 - iii. The extent of involvement by the firm's key qualified personnel and the likelihood that key personnel will develop a long term and intimate knowledge of the City's infrastructure.
 - iv. The familiarity and experience with Providence City and its staff, Utah Department of Transportation, Utah Environment & Natural Resources (particularly Environmental Quality Department, Water Resources, Division of Drinking Water, Water Rights, Water Quality Division, Wildlife Resources), US Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency, Cache County and other State and County agencies and departments that are necessary to collaborate with to carry out various projects.
 - c. The project schedule and the approach to the project that the firm will take.
 - i. The firm's approach to and understanding of the Scope of Services.
 - ii. The ability of the firm to provide quality municipal engineering services at a reasonable cost.

Basis for Compensation:

1. All proposals shall outline the basis for compensation including identification of all rates and reimbursables including the incremental billing rate (ie .1 or .25 hour). The proposal should also address what shall be considered "billable hours".
2. The proposal shall also contain an explanation of how overhead, administration, and related charges are passed onto the client.
3. The proposal shall also include a recent bill to a municipal client for a public works project that illustrates the program and task detail that would be included in Providence City Invoices.

Terms and Conditions:

1. Providence City reserves the right to cancel or modify the RFQ at any time. No changes, revisions, clarifications, or amendments will be made to this RFQ without notifying all firms that have notified

the City in writing of their intent to consider the RFQ. Providence City reserves the right to determine the successful firm.

2. Providence City reserves the right to formally amend any portion of this Request for Qualifications.
3. Upon submission, all proposals become the property of Providence City which retains the right to use any ideas present in any proposal submitted whether or not the proposal is accepted.
4. Upon submission data contained in the response and all documentation provided therein, become the property of Providence City, without compensation to the respondent, and the data and documentation becomes public information upon opening the response.
 - a. All SOQs and supporting documentation are subject to Utah Code 63G-2 Government Records Access and Management Act (GRAMA). Any firm that provides a SOQ and believes that all or portions of the SOQ should be protected under Utah Code Subsection 63G-2-305(1) or (2) or both Subsections 63G-305(1) and (2) shall provide a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality.
5. Firms are solely responsible for all expenses associated with responding to this RFQ. The City accepts no financial responsibility and will not be liable in any way for any cost incurred in the preparation of documents for this RFQ, or any costs associated with onsite presentations or follow-up questions requested by the City, unless previously agreed to by the City in writing. Providence City is not under any obligation to award a contract, and reserves the right to terminate the RFQ process at any time and to withdraw from discussions with any or all of the firms who have responded. All documents and materials prepared pursuant to this proposal are the property of Providence City. The City, in accordance with GRAMA, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under this process.
6. The City will require the selected firm to negotiate a contract with the City, based on demonstrated competence at fair and reasonable prices, no more than 14 calendar days after the City gives notice of award. Contract documents are not binding on the City until reviewed by legal counsel. In the event the parties cannot negotiate and submit a contract to the City Council within the time specified, the City reserves the right to terminate negotiations with the selected firm and commence negotiations with another firm.
7. This RFQ does not commit the City to enter into a Contract, or award any services related to the RFQ.
8. The firm, if selected will be required to execute a Conflict of Interest Disclosure.
9. The firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the City shall in no way be responsible for firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
10. By signing and submitting a proposal under this RFQ, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences:
 - a. Workers' Compensation – Statutory requirements and benefits.
 - b. Employers Liability - \$100,000
 - c. Broad form Comprehensive General Liability with minimum limits of \$1,000,000 Combined Single Limit coverage.
 - d. Automobile Liability of \$500,000 Combined Single Limit
 - e. Professional Liability/Errors and Omissions Coverage.

Providence City shall be named as an additional insured on the Comprehensive General Liability and Automobile Liability policies and is to be so noted on applicable Certificates of Insurance.

The Certificates shall be delivered to Providence City prior to commencement of work.

11. If any provision of this RFQ is invalid, illegal, or unenforceable under any applicable statute or rule of law, the remaining provisions of this agreement shall remain in force and effect and firm agrees to substitute for the invalid provision a valid provision which most closely approximated the economic effect and intent of the invalid provision.

ADDENDUM 2

SEE THE FOLLOWING DOCUMENTS

- Proposal Submitted by Contractor
- Insurance Requirements
 - Certificate of Liability Insurance
 - Commercial General Liability
 - Commercial Automobile



CRS ENGINEERS
Answers to Infrastructure®

Providence City

Request for Qualifications for **Professional Engineering Services**





September 19, 2016

Providence City
Attn: Skarlet Bankhead
15 S Main
Providence, UT 84332
sbankhead@providence.utah.gov

RE: Request for Qualifications for Professional Engineering Services

Dear Selection Committee:

Providence City (City) can rely on CRS Engineers (CRS) to provide all professional engineering services to meet your needs.

Max Pierce and Layne Smith, now part of the CRS team, have enjoyed a long-term relationship with the City, and look forward to providing you with a new depth of services and unparalleled customer satisfaction. We have detailed the unique qualifications and benefits we offer in the enclosed Request for Qualifications. For over a century, we have provided the highest quality municipal services throughout the state of Utah. We have assembled the highest caliber team with local team members and leading engineers in their field.

In the following statement, you can find firm qualifications, project team, examples of city project design services, a list of current clients and references, a fee schedule, and basis for compensation.

As requested in the Providence RFQ Terms and Conditions, Section 4.a. regarding Utah Code 63G-2 Government Records Access and Management Act (GRAMA) CRS hereby requests that the entirety of this proposal be kept confidential and not allowed to be released as part of a GRAMA request. According to Utah Code 63G-2-305(2) the release of information contained herein could reasonably be expected to result in unfair competitive injury to CRS if the information were available to competing engineering firms who would then have access to sensitive private market data provided by CRS such as key clientele, critical staff members, financial data, etc.

Please direct any questions or discussion to Max Pierce at 435.881.3201 (cell) or max.pierce@crsengineers.com, or secondarily to me at 801.671.2729 (cell) or darren.eyre@crsengineers.com. Thank you for your consideration.

Sincerely,

CRS ENGINEERS

A handwritten signature in black ink that reads 'Darren Eyre'.

Darren Eyre, PE | Vice President

Firm Qualifications

PROVIDENCE CITY

**Request for Qualifications
for Professional
Engineering Services**

FIRM QUALIFICATIONS

Why CRS?

CRS Engineers (CRS) has the capability to provide Providence City (City) with extensive knowledge and expertise in all areas of civil engineering, land surveying, land planning, and environmental services.

Our engineers and professionals live in the communities we serve, and utilize the facilities we design. Positively influencing and impacting the area with responsible engineering solutions is of utmost importance to us.

Our History

CRS is the longest standing engineering firm in the state of Utah. Our firm history spans 111 years of providing full-service civil engineering and land surveying services throughout the state.

CRS earned its reputation by providing environmentally responsible, efficient, well-designed projects under county, city, and municipal contracts for nearly every community in Cache Valley and along the Wasatch Front. Civil engineering support for municipalities and special service districts is the core of our 111 year business.

Office Locations – Close Proximity to You

CRS is headquartered in Salt Lake City, Utah with offices in Farmington, Vernal and within walking distance of the City offices in Providence.

This short distance will allow for a quick response time with your projects, Executive Staff Reviews (ESR), meetings with the public, meeting coordination, conveyance of documents, and any challenges that may arise during the design or construction phases.

Let Our Professionals Work For You

CRS has 22 professionally licensed engineers; three of which hold structural engineering licenses, certified floodplain managers, professional transportation operations engineer (PTOE) and a professional geologist ready to assist with all of your engineering needs.

In addition to our licensed professionals, CRS has a combined company strength of 55 highly trained and talented professionals including CAD, GIS, and environmental specialists that augment the licensed engineering team.



Cost Effective and Quality Control Processes

To deliver the most cost effective construction projects to the City, CRS will provide value engineering services. This will be accomplished by reviewing alternative construction options that will best suit the City's needs by reducing the initial capital costs of infrastructure or increasing its lifespan and longevity.

CRS has extensive expertise in providing cost effective and competitive solutions. Our design process includes careful quality control and constructibility review processes, which allows us to control and constructibility review processes, which allow us to produce high quality and error free drawings and specifications for the City.

The quality control review process involves the initial preparer of documents submitting them to another highly trained professional within our organization who will review and redline calculations, drawings, and specifications for accuracy and completeness. The preparer will then incorporate all necessary changes into the project documents which are then back checked to ensure the required changes were made. This process identifies potential errors and eliminates them before they leave our office.



FIRM QUALIFICATIONS

The constructibility review process involves an in-house construction professional with over 30 years of experience reviewing designs on paper for constructibility in the field. This process allows a trained set of eyes to review designs and drawings from the contractor's perspective which will identify obstacles before a project is actually built to reduce or prevent errors, delays, and cost overruns.

Services Offered

CRS provides a full-range of civil engineering and land surveying to serve our client's needs, such as:

- Planning
- Plan Review Services
- Transportation Infrastructure Systems
- Water Distribution Systems
- Sanitary and Storm Water Systems
- Structural Guidance
- Development of Public Works Standards
- Environmental Services and Regulatory Agency Interactions
- Grant Assistance
- Surveying, Easements, and Related Services
- CAD and GIS

Your Objective: Our Priority

Our team is comprised of a highly qualified group of engineers with expertise in all disciplines of civil engineering.

CRS has a proven track record of providing a high level of customer service to our clients. We have served in the capacity of City Engineer for many municipalities and special service districts in the state, including Providence City.

This experience makes CRS uniquely qualified to complete tasks related to the Scope of Services listed in the Request for Qualifications, as well as additional tasks outlined by the City.

Current and Projected Workload

CRS has the ability to meet project schedules and provide timely service to Providence City. Max Pierce, PE will be dedicated to assist the City as often as needed. If additional capacity is required, other staff will be immediately available to augment any project needs.

Avoidance of Conflicts of Interest

Honesty and integrity are two of CRS' most important core values and are emphasized to our staff at all levels, from the President down to our interns. We do not have any conflicts of interest that would prevent us from working as the City Engineer for Providence City. We commit to hold these values as a top priority throughout our tenure working with the City.



Jordan Valley Water Conservancy District Waterline Replacement

Project Team

PROVIDENCE CITY

**Request for Qualifications
for Professional
Engineering Services**

PROJECT TEAM

Organizational Chart



MAX PIERCE, PE, RSI - CITY ENGINEER, PUBLIC WORKS B.S. CIVIL ENGINEERING

Max has 21 years of experience in civil engineering, 17 of which have been spent working for Providence City. His experience includes municipal, land planning, land development, inspection, and project management. He has extensive experience in municipal engineering projects including planning, budgeting, designing, bidding, construction management and inspection. He has prepared master plans, capital improvement plans, water rights studies, and assisted in writing ordinances. He is familiar and knowledgeable with state land use codes, drinking water rules, and stormwater regulations. As a Registered Stormwater Inspector (RSI), Max has performed hundreds of SWPPP inspections in the last six years for many cities and private developments.

His experience in private sector land development gives him a unique perspective when reviewing development plans submitted to the City. Over the years Max has performed municipal services for many cities including: Providence, Hyde Park, Hyrum, Lewiston, Logan, Nibley, North Logan, Smithfield, and Wellsville.

Max has served as the Providence City Engineer since 1999. In this capacity, he performs the day-to-day city engineer tasks, inspecting, as well as provides design services for transportation, sewer, and water projects throughout the city.



CRS ENGINEERS

Providence City – Request for Qualifications for Professional Engineering Services

PROJECT TEAM



DARREN EYRE, PE – PRINCIPAL
B.S. CIVIL ENGINEERING

Darren directs and manages engineering company-wide in the areas of rail, roadway transportation, land surveying, construction management, and site development. He has 17 years of experience and has provided project management and design services on transportation and development projects throughout the country.

As the Principal in Charge, Darren will have the City's best interests at heart and will help CRS to meet the City's needs and expectations while delivering a quality product on-time, and under budget.



GARY MYERS, PE – TRANSPORTATION INFRASTRUCTURE SYSTEMS
B.S. CIVIL ENGINEERING

Gary leads CRS' transportation team and offers extensive experience on UDOT local government projects ranging from environmental document preparation, preliminary design, final design, construction inspection, and resident engineer.

The roadway expertise he brings to the City includes roadway design, traffic signals, safety, signage and striping, traffic impact studies, traffic signaling warrant studies, and pavement management.



GREG NELSON, SE – CAD AND GIS CAPABILITIES
B.S. CIVIL ENGINEERING

Greg has 12 years of experience in project management, civil design, land development, construction management, environmental remediation, survey, and drafting. With his vast experience, he offers his clients the knowledge needed at different stages of a project.

He is considered an expert in dispute resolution, contract interpretation, and contract negotiations, allowing for an agreeable outcome for his clients. Greg is an expert in the development and review of designs utilizing high tech tools like: BlueBeam Enterprise PDF. He is the Company trainer for AutoDesk Civil 3d. Greg and his team members are experts in Microstation and Esri's ArcGIS. Under his leadership, CRS continues to be on the cutting edge of the ArcGIS platform, leveraging GIS for Cities and Special Service Districts.



CRAIG NEBEKER, PE – STRUCTURAL ENGINEERING GUIDANCE
B.S. CIVIL ENGINEERING

Craig has over 10 years of experience designing structures, and currently leads CRS' structure team. His experience includes structural evaluations, assessments, design, inspection, and construction observation of structures for a breadth of water, wastewater, storm drain, transportation, and municipal structure projects. His knowledge and experience with structural codes and standards facilitates a successful design, permitting and construction process.

Recently, Craig completed the structural design of a 250,000 Gallon tank for Ouray Park Water Improvement District, and served as project manager for Ashley Valley Water and Sewer Improvement District's 3 MG tank.



PROJECT TEAM



CHUCK EASTON, MA, RPA – ENVIRONMENTAL SERVICES
B.S. ANTHROPOLOGY, M.A. ANCIENT STUDIES

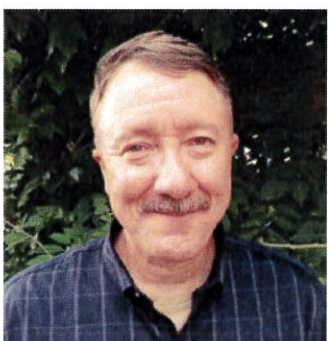
Chuck's expertise in NEPA, historic properties, Section 4(f), wetlands, and wildlife compliance comes from 18 years of experience as the UDOT Region 2 Environmental Lead/Manager and as a consultant. Chuck has managed, written, and performed resource analyses for a number of studies on I-80 in Summit County, the 24th Street Environmental Assessment, Tooele Midvalley Environmental Impact Study, and the I-80 State Street Environmental Impact Study. Chuck coordinates all environmental work with each party involved to decrease the environmental risks.



MARK CHANDLER, PE, PG, CFM – WATER DISTRIBUTION, SANITARY, AND STORM WATER
B.S. CIVIL ENGINEERING, M.E. GEOLOGICAL ENGINEERING

As our water resource team lead, Mark has led the charge in solving water challenges for a number of cities and municipalities with innovative designs and coordination to help meet their needs. In his 10 years of experience, Mark has worked on numerous water resources projects encompassing planning, modeling, source development, storage, and transmission/distribution of culinary and secondary water systems. He has an M.S. in Geological Engineering, and is a Certified Floodplain Manager.

While Mark's specialty resides in the development of groundwater sources, he has provided design services on all aspects of water systems. Mark has served as the design engineer and project engineer for waterline, well drilling, well house, booster station, storage tank, and chemical addition facility designs.



LAYNE SMITH, PLS – SURVEYING, EASEMENTS AND RELATED SERVICES
B.S. GEOGRAPHY

Layne is a licensed Professional Land Surveyor, and has over 25 years of experience with all types of surveys – from boundary and ALTA, to rights-of-way, subdivision, and construction layout. Not only has he surveyed for many cities, municipalities, and within the private sector, he has surveyed for the U.S. Army and the U.S. Forest Service.

Layne has strong relationships and a long history of surveying in Cache County, which gives him a unique knowledge of the area.

City Project Design Services

PROVIDENCE CITY

**Request for Qualifications
for Professional
Engineering Services**

CITY PROJECT DESIGN SERVICES: DEVELOPMENT OF PUBLIC WORKS STANDARDS

CRS has been providing municipal engineering services to cities, districts and counties throughout our 111 year history. This service has been, and continues to be, a core component of our services from providing “on-call” consulting services, to serving as the city/district engineer for a number of entities.

Our broad and varied experience providing general municipal engineering services throughout the state of Utah will provide insight, as well as, disciplined processes and procedures to the City’s engineering needs. Our experience will help the City increase the quality of services, making their job easier and providing needed support at critical times.

Our ongoing engineering consultation can help the City avoid challenges and assist when additional resources are required in troubleshooting and maintaining the City’s infrastructure.

SERVICES OFFERED

- Master Plan Studies, Feasibility Studies, and Other Reports
- Design Plans, Cost Estimates, and Specifications for Capital Improvement Projects
- Attend Public Meetings, City Council, and Planning Meetings
- Funding and Grant Assistance
- Plan Reviews
- Ordinance Development
- Permitting Coordination
- Public Agency Coordination – Federal, State and Local
- Public Involvement

PROVIDENCE CITY PROVIDENCE, UT

As the City Engineer, Max Pierce has designed many projects and worked closely with the Providence City Public Works Director and other City staff for over 17 years. Because of this, he has a deep and extensive knowledge of the City’s infrastructure, and has helped to develop and update the City’s public works standards and specifications. Max has accommodated the community’s growth through many transportation, sewer, water, municipal service projects, reviews of subdivision plans and plats.

FARMINGTON CITY FARMINGTON, UT

For over 20 years, CRS provided municipal engineering services to Farmington City as the City Engineer and assisted as this small Davis County community more than doubled in size from 10,000 to 22,000 residents. As the City continued to grow and expand, CRS worked in various capacities on behalf of the City to develop Farmington in a smart and deliberate way—facilitating high development standards and quality growth. Careful and thoughtful planning provided the foundation for this growth, including planset review for developer projects. In 2013, the City hired an in-house City Engineer, but CRS has continued to provide on-call engineering services for all of the utilities, roadways, and other infrastructure.

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT SALT LAKE VALLEY, UT

As the District Engineer, CRS has provided general engineering services, subdivision design for water and sewer utilities, review of subdivision plans and plats, development of easements, and capital project design for the Taylorsville-Bennion Improvement District for over 50 years. While many consultants may struggle to maintain focus and dedicate needed time to a client over that kind of time span, we continue to provide responsive services and offer insight to the District to meet and exceed their needs.



CITY PROJECT DESIGN SERVICES: TRANSPORTATION INFRASTRUCTURE SYSTEMS

Our resources and specialized experience with municipal and Utah Department of Transportation roadway design and construction projects allow us to effectively analyze roadway conditions, identify realistic solutions, and prepare accurate design and construction packages. CRS specializes in roadway design and general transportation projects. Our experience and resources allow us to efficiently analyze roadway conditions, identify realistic solutions, and prepare accurate design and construction packages. We have performed all types of roadway projects from smaller curb, gutter and sidewalk improvements to complete multi-lane, urban arterial roadway reconstruction.



Station Park Roundabout

100 NORTH GATEWAY DRIVE ROUNDABOUT PROVIDENCE, UT

As a main entrance to Providence City, the reconstruction of this low-functioning intersection was of high importance. A two-lane roundabout was designed, and included: rights-of-way survey and acquisition, utility relocation, drainage and irrigation upgrades, lighting plan, striping and signage plan, and landscaping plan.



GRANT AVENUE PROMENADE OGDEN, UT

This award winning project is recognized for its innovative Active Transportation design. The design phase of the project called for the complete redesign of the roadway to include separated bike lanes, pedestrian lanes, and raised medians. The construction phase was for the demolition and reconstruction of the entire right-of-way from 18th Street on the North, to 20th Street on the South.

Phase II of the project is currently under design, and will extend to 25th Street.



SERVICES OFFERED

- Roadway Engineering
- Utilities Identification, Coordination and Relocation
- Rights-of-Way Engineering
- Surveying and Mapping
- Construction Engineering Management
- Traffic Signal and Roadway Lighting Design
- Master Planning-Programming
- Alignment Alternatives Surveys, Studies, and Plans
- GIS Applications
- Traffic and Rail Impact Studies
- Capital Improvement Prioritization Plans
- Pavement Analysis, Design and Rehabilitation
- Public Involvement
- Construction Management and Inspection
- Traffic Signal Warrants



CRS ENGINEERS

Providence City – Request for Qualifications for Professional Engineering Services

CITY PROJECT DESIGN SERVICES: WATER DISTRIBUTION SYSTEMS

Our water resource specialists include engineers, hydrologists, hydrogeologists, and floodplain managers. We have expertise in all aspects of the water cycle including managing watersheds during snow melt and rainfall events, controlling run-off in open channels and detention ponds, capturing run-off in pipelines, extracting groundwater from aquifers, storing water in tanks, distributing water to people through water systems, conveying wastewater to treatment facilities, and discharging treated effluent according to regulations. From planning to maintenance and operations – our insight as in-house engineering consultants for several water districts and municipalities allow us to provide you with additional benefits and innovative, proven solutions.



Taylorsville-Bennion Improvement District Middle Zone Tanks

OGDEN CITY 5 MILLION GALLON WATER STORAGE TANK OGDEN, UT

Design and construction observation was provided for the 36th Street 5 million gallon (MG) water storage reservoir. This pre-stressed, post-tensioned tank is located in the Ogden foothills. One of the main challenges with this design was selecting the best location to minimize earthwork impacts to nearby Mt. Ogden Golf Course and scenic trails in the vicinity. In addition to successful design and construction of the \$2.5 million project, CRS conducted public involvement meetings to effectively address the concerns of nearby residents.

EDGEHILL WATERLINE IMPROVEMENTS PROVIDENCE, UT

This project included a water model of proposed improvements and the design of 1,300 feet of 8" water main with services and hydrants, as well as a new PRV station. This project had many unique challenges, including the replacement of an old 2" water line that served five homes and actually ran under one of the homes with the water meter literally poured into the concrete on the front porch. This water line was near an additional two homes, just a few feet in front of the garages. Great care was taken to preserve and restore the landscaping of these lots.

SERVICES OFFERED

- Planning and Studies
- Regulatory Compliance/Coordination
- Hydrological Analysis
- Floodplain Delineation
- FEMA Letter of Map Change
- Drainage Structures and Culverts
- Detention and Retention Ponds
- Open Channel Flow
- Well and Spring Development
- Well Rehabilitation
- Water System Modeling
- Pressurized Pipeline Design
- Water Storage Tanks and Reservoirs
- Pump and PRV Stations
- CIPP



Skyline Drive Waterline Replacement



CRS ENGINEERS

Providence City – Request for Qualifications for Professional Engineering Services

CITY PROJECT DESIGN SERVICES: SANITARY SEWER AND STORM WATER SYSTEMS

Whether there be storm caused flood conditions or community created gray water, our engineers will provide the City with the services needed to collect, convey, and treat or dispose of sanitary and storm water. Our professionals will complete the full range of projects to help the City plan and prepare for potential storm water events or community growth and waste delivery to the appropriate location.



Saratoga Springs Debris Flow Mitigation

STORM DRAIN MASTER PLAN FARMINGTON, UT

The Farmington City Storm Drain Master Plan has been managed by CRS for the past 20+ years, and has been updated multiple times. The most recent update utilized existing GIS data, survey data of the recent additions to the system, recently flown aerial imagery, Pond Pack modeling software by Bentley, and AutoCAD Civil 3D to produce the master plan drawings that were reviewed and approved by City officials.

EAST CANYON RELIEF SEWER TRUNKLINE PARK CITY, UT

To accommodate growth in the Summit County area, CRS experts were hired to design and manage construction of a 5.5-mile sewer trunkline replacement in the Snyderville Basin ranging in diameter from 36-inches to 54-inches. Also included in this monumental sewer project were several collection lines to subdivisions and laterals to private homes.

DISCIPLINES OFFERED

- Planning, Studies, and Assessments
- Design-Structures, Pipelines, Culverts
- Construction Oversight
- Technical Review
- Sanitary and Storm Sewer Collection and Disposal
- Storm Water Retention and Detention
- Open Channels
- Flood Plain Delineation
- Regulatory Compliance/Coordination
- Hydrological and Floodplain Modeling
- Debris Flow Mitigation and Design
- Erosion and Sediment Control Design
- LOMA Evaluations
- Collection System Design



CITY PROJECT DESIGN SERVICES: STRUCTURAL ENGINEERING GUIDANCE

CRS performs structural engineering services for structures associated with the breadth of infrastructure facilities and systems—from the structural components of water, wastewater, storm drain, and transportation projects to buildings and retaining walls.

Structural services have been completed for cities, special service districts, state agencies, and private utility companies across the state of Utah. In addition, our structural team has been repeatedly called upon to design and inspect bridge structures.



BHI Office Building

ASHLEY VALLEY WATER AND SEWER IMPROVEMENT DISTRICT 3 MG WATER STORAGE TANK VERNAL, UT

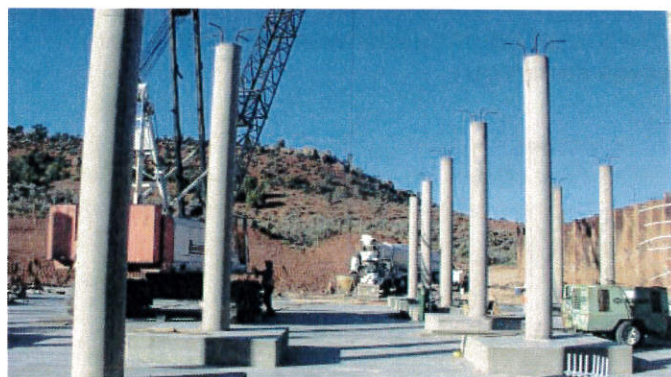
This project included design and construction oversight for a 3 MG post-tensioned concrete tank. We used VSL/Structural Technologies, where the post-tensioning tendons were cast within the concrete during construction and came to a very successful completion. Due to the technology used, there was absolutely no cracking in the concrete and no water leaking of any kind.

12TH STREET ROADWAY STRUCTURAL DESIGN WEBER COUNTY, UT

This 6.5 mile corridor of roadway redesign includes many different engineering elements, including a retaining wall. A Mechanically Stabilized Earth (MSE) retaining wall was designed as part of the redesign. The wall was designed to carry traffic loads and traffic barrier forces. The face of the wall included aesthetically pleasing stamped concrete designs that were incorporated into the structure.

SERVICES OFFERED

- Structural Engineering Design and Assessments
- Construction Plans, Cost Estimates, and Specifications
- Retaining Walls
- Foundations
- Water Storage Tanks and Reservoirs
- Post-Tension and Traditional Concrete Tanks
- Pump and PRV Stations
- Wells and Well Houses
- Open Channels, Canals, Culverts
- Vaults, Valve Boxes
- Detention and Retention Basins
- Small Earthen Dams and Impoundments
- Flow Control Structures
- Building Structures
- Permitting Coordination
- Facilities Rehabilitation/ Replacement Plans
- Construction Management and Inspection



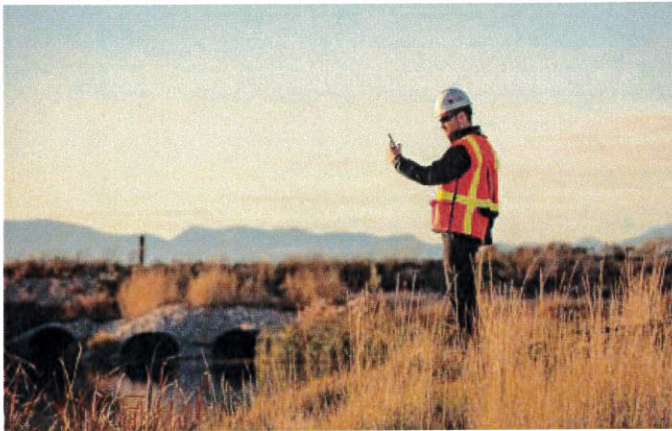
CRS ENGINEERS

Providence City – Request for Qualifications for Professional Engineering Services

CITY PROJECT DESIGN SERVICES: ENVIRONMENTAL SERVICES

CRS provides environmental compliance services. We assist a wide-range of clients, including private landowners and developers, municipalities and county governments, state and federal agencies.

Our team has worked for clients including the Utah Department of Transportation (UDOT), Utah Environment & Natural Resources, Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency, numerous city and county governments, and municipal and community planning organizations.



12TH STREET ENVIRONMENTAL ASSESSMENT WEBER COUNTY, UT

CRS provided an Environmental Baseline assessment of the road corridor. Work included the review of the archeology, wetland delineation, and wildlife. An Army Corps Nation Wide Permit and Joint Application Permit (PG-40) for stream alteration were developed.

PONY EXPRESS PARKWAY ENVIRONMENTAL ASSESSMENT SARATOGA SPRINGS, UT

Environmental work included a categorical exclusion for this road alignment. CRS analysis included archeology, SHPO survey and reporting, Wildlife Biological Exclusion and wetlands delineation. Work included coordination with many agencies including SHPO, DWR, U.S. Fish and Wildlife, and the Army Corps of Engineers. Research resulted in no significant impact to any resources of concern.

SERVICES OFFERED

- Environmental Impact Studies (EIS)
- Environmental Assessments (EA)
- Documented Categorical Exclusions (DCE)
- Planning and Feasibility Studies
- Section 4(f) Evaluations and Programmatic Agreements
- Environmental Baseline Surveys
- Phase 1 Environmental Site Assessments
- Archaeological Field Surveys and Data Recovery
- Section 106 Consultation
- Historic Site Assessments (for eligibility to the National Register)
- Tribal Consultation
- Wetland Delineations
- Nationwide and Individual Permitting (for impacts to Jurisdictional Waters)
- Joint application/Stream Alteration Permitting
- Biological Assessments/Evaluations
- Traffic Noise Analyses



CITY PROJECT DESIGN SERVICES: GRANT ASSISTANCE

Financial assistance is a high priority to any City. CRS' team can educate and assist in this complicated process to find money for the City. Our highly experienced staff, some of who have previously worked for funding agencies, will assist in applying for and preparing grant and loan applications. Once a project is selected, a comprehensive analysis of needed funds will determine agency participation and potential grant opportunities.

Our team has been responsible for securing over **\$20,000,000** in funding for our clients.

CAD AND GIS CAPABILITIES

CRS has developed tools and offers services to manage infrastructure utilizing CAD, high tech acquisition methods (Drones) and is a leading provider and developer of Geographic Information Systems (GIS). CRS has provided GIS systems to dozen of Cities and Special Service Districts (SSD) throughout Utah, aiding them in the development of their asset tracking and management system. CRS also provides cutting edge CAD product delivery and project review solutions, like BlueBeam. CRS utilizes the most current AutoCAD Civil 3d software for all its design solutions, converting, as required, design elements into City GIS systems. As an early adopter of both CAD and GIS systems in the early 1990's, CRS knows the power of these two systems.

Infrastructure assets can easily range in the millions, even billions, of dollars. Through collaboration among our GIS, IT/Software Development, and Engineering teams, CRS provides services and technology tools to help. CRS has developed powerful desktop and webbased solutions to aid in large infrastructure management for Union Pacific Railroad and a sister company that provides GIS solutions all over the county named BlueReview.

In addition to web-based tools built on the Esri ArcGIS platform, CRS' experienced staff offers manpower resources where and when you need them—from data entry, map building, and custom programming to gathering data in the field.

CRS' sister company, BlueReview provides Logan City and a thousand other users with cutting edge GIS delivery services to manage bluestakes tickets and field work orders (integrating with either Caselle or Cityworks). CRS will provide Providence City a 1 year free subscription to BlueReview as part of this proposal, including startup and training costs (a value of over \$7,000).

Because of our in-house CAD capabilities, we can provide drawings a for the City at a moment's notice when they need to meet with a member of the community to review an exhibit for infrastructure upgrades.

EXPERIENCE WITH FUNDING SOURCES

- Wasatch Front Regional Council (WFRC)
- Weber Area Council of Governments (WACOG)
- Cache Valley MPO
- Community Development Block Grant (CDBG)
- Drinking Water Board
- Board of Water Resources
- NRCS - EWP & Other Federal Aid
- FEMA
- Bureau of Reclamations - Challenge Grants
- Federal Transportation Investment Generating Economic Recovery (TIGER) Grants
- Esri Authorized Developer & Business Partner (BlueReview)
- Caselle Business Partner
- Cityworks Strategic Business Partner



CITY PROJECT DESIGN SERVICES: SURVEYING, EASEMENTS, AND RELATED SERVICES

Our range of surveying and engineering experience gives us unique insight to successfully accomplish any surveying goals. CRS' survey team has over 120 years combined experience and is continually trusted to deliver accurate and timely data. Surveying for municipalities is a core strength of our firm. Layne Smith, PLS brings over 25 years of experience within Cache County.



DISCIPLINES OFFERED

- Corridor Surveying
- Boundary Surveys
- Topographic Mapping
- Rights-of-Way Mapping and Instrument Preparation
- ALTA/ACSM Land Title Surveys
- Control Surveys
- Preliminary Design Surveys
- Construction Staking
- Utility Location and Mapping
- Earthwork Quantities Determination
- Subdivision Plats
- Legal Descriptions
- Route Surveys
- Water Rights Surveys

PROVIDENCE/LOGAN CITY 1700 SOUTH CACHE COUNTY, UT

In an upgrade to a 4000 foot long road with additional roadway and new bridge construction, our crews provided the survey base mapping of existing conditions, easements, utilities and topography for the roadway design, right-of-way designation and right-of-way and easement acquisition in three municipalities. Strong coordination with the municipalities, engineers, and contractors to provide construction staking delivered a successful road upgrade.



12TH STREET ROADWAY REDESIGN WEBER COUNTY, UT

CRS is working with Weber County to widen 6.5 miles of 1200 South from 66' to 100'. Historically, the road has been utilized as a residential rural road but growing industrial use caused safety and capacity to be a primary concern of design with many homes in close proximity of the road. Along the roadway, survey, topography, and rights-of-way design for the partial acquisition of 178 parcels was conducted. CRS provided extensive coordination with the County, public, and private property owners.



CRS ENGINEERS

Providence City – Request for Qualifications for Professional Engineering Services

Client References & Current Clients

PROVIDENCE CITY

**Request for Qualifications
for Professional
Engineering Services**

CLIENT REFERENCES

CLIENT	EMAIL ADDRESS	PHONE NUMBER
Mike Grunig, Public Works Director Hyde Park City	mike.g@hydeparkcity.org	435.563.6507
Bill Young, PE – City Engineer Logan City	byoung@loganutah.org	435.716.9160
Justin Anderson, PE – Public Works Director Ogden City	janderson@ci.ogden.ut.us	801.629.8980
Clay Bodily, PE – City Engineer Smithfield City	cbodily@smithfieldcity.org	435.563.6226 ext. 109
Josh Runhaar – AICP, Director of Development Services Cache County	josh.runhaar@cachecounty.org	435.755.1645

CURRENT CLIENTS

CRS has provided services for nearly every city, county, and Municipal Planning Organization (MPO) throughout the state of Utah. We have also performed work for state transportation departments in Utah, Nevada, and Idaho as well as many other state and federal agencies. Listed below is a sampling of our Northern Utah clients.

- Providence City*
- Hyde Park City
- Hyrum City
- Nibley City
- Logan City
- Layton City
- Ogden City
- Brigham City
- Farmington City
- Smithfield City
- Pleasant View City
- Salt Lake City
- Syracuse City
- UDOT
- Army Corps of Engineers
- Federal Highway Administration
- US Fish and Wildlife Service
- Bureau of Land Management
- US Forest Service
- US Department of Agriculture
- National Resource Conservation Service
- West Bountiful City
- Kaysville City
- Bountiful City
- Cache County
- Davis County
- Weber County
- Salt Lake County
- Box Elder School District
- Cache County School District
- Canyons School District
- Davis School District
- Granite School District
- Jordan School District
- Logan City School District
- Park City School District
- Weber School District
- South Davis Water District
- Taylorsville-Bennion Improvement District
- Granger Hunter Improvement District
- Kearns Improvement District
- Powder Mountain Water and Sewer District
- Peterson Water Company
- Jordan Valley Water Conservancy District
- Mountain Regional Water District

*Under Max Pierce's previous employment



Fee Schedule

PROVIDENCE CITY

**Request for Qualifications
for Professional
Engineering Services**

FEE SCHEDULE

ENGINEERING	EMPLOYEE CLASSIFICATION	HOURLY RATE
	Principal	\$160
	Project Manager	\$115
	Project Engineer	\$100
	Staff Engineer	\$85
	Engineering Intern	\$50
TECHNICIANS	EMPLOYEE CLASSIFICATION	HOURLY RATE
	Designer/Drafter	\$70
	Senior Inspector	\$90
	Inspector	\$80
SURVEY	EMPLOYEE CLASSIFICATION	HOURLY RATE
	Senior PLS	\$110
	2 Man Crew	\$120
	1 Man Crew	\$105
CLERICAL	EMPLOYEE CLASSIFICATION	HOURLY RATE
	Executive Secretary	\$60
	Clerical	\$47
EXPENSES		HOURLY RATE
Vehicle Mileage		\$0.60/mile
Reimbursables		\$cost

Frequency and Method of Rate Change

From year to year, CRS may slightly adjust rates to stay in-line with cost of living increases or market fluctuations. It is difficult to forecast specific rate changes for employee classifications due to unknown future economic conditions. However, it is not CRS' intent to dramatically increase rates every year.

To provide a frame of reference for historical rate changes with other municipal clients similar to the City, CRS evaluates rates on a yearly basis to stay in-line with cost of living increases and market fluctuations. Those reviews do not always initiate rate changes. Our method for billing rate modification, when needed, is to have a discussion with the City Administrator relative to proposed increases and obtain their approval for the rate changes prior to putting them into effect by contract modification.

Basis for Compensation

PROVIDENCE CITY

**Request for Qualifications
for Professional
Engineering Services**

BASIS FOR COMPENSATION

Identification of Rates

CRS' basis for compensation shall be according to the rates and associated classifications as shown on the fee schedule.

Time will be billed for professional services on a time and materials basis. This includes coordination, participation in meetings, design and construction management services, project management, and other tasks stated in the Scope of Work.

Incremental time by personnel will be billed in 0.25 hour (15 minute) increments as time is worked. For example, a 6 minute phone call will NOT be billed as 15 minutes. Rather, after an employee has worked 15 minutes, the 15 minutes will be billed.

The City will **not** be overcharged for non-rendered services and associated time. Direct costs and reimbursables associated with City projects will be billed through CRS to the City.

Overhead, Administration and Related Charges

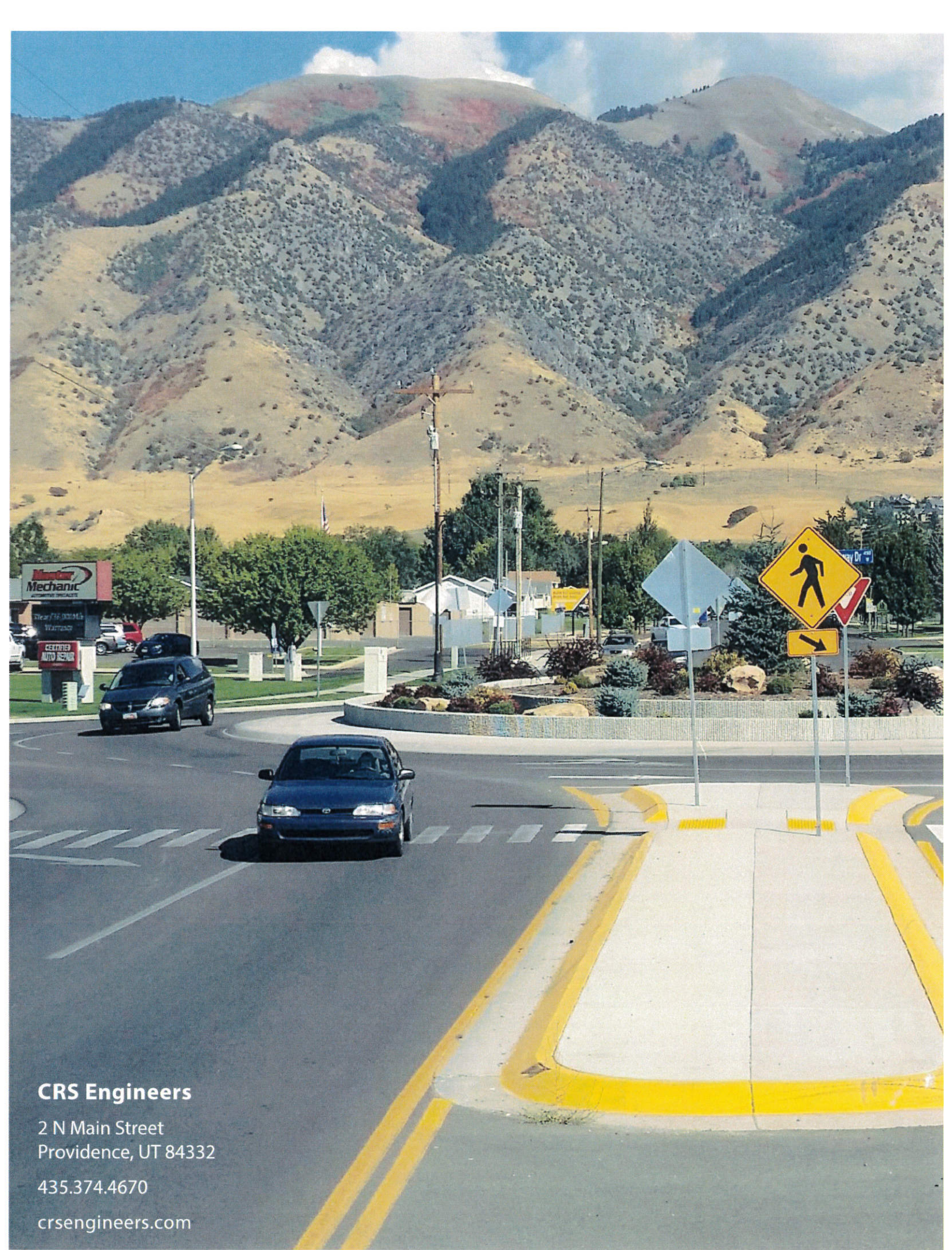
Overhead, administration and other charges that are not directly related to a City specific project will **not** be passed on to the City as these costs are paid for internally by CRS.

Example of Recent Bill

Below is a recent invoice example for an Ogden City road design project. Because of confidentiality requirements, some of the financial information within the invoice has been omitted. However, this should show the level of detail that CRS intends to depict on invoices to allow full transparency to the City of specific services provided over a given time period, actual hours worked and direct costs incurred. If the City would prefer a different invoice format than what is shown below, CRS will happily comply with what the city desires.

CRS ENGINEERS Solutions to Infrastructure®			
Ogden City Corporation Justin Anderson 2549 Washington Blvd. Ste 761 Ogden, UT 84401		Invoice number Date Project	17679 04/11/2016 16028F Ogden City North Street Design
Engineering services performed through April 8, 2016			
<ul style="list-style-type: none">- CRS performed topographic survey on North Street between Washington and Monroe. Items surveyed include: Roadway, Sidewalk, Curb & Gutter, Drainage, Utility Surface Features, etc.- CRS prepared the existing base drawing showing the existing features and utilities. This drawing is used to design the roadway widening project. CRS prepared the existing Right of Way drawings showing the existing parcels.- CRS evaluated the box culvert near the fire station on February 24th. A report documenting the condition of the culvert and recommendations for the box culvert was sent to Ogden City on March 9, 2016.- CRS prepared the 30% design drawings and submitted the scroll plot and estimate to Ogden City on March 25th.- CRS attended the 30% Review Meeting to discuss the design progress to date. After the meeting CRS prepared and distributed meeting minutes to the team.			
WO# 13			
Invoice Summary			
Description	Contract Amount	Total Billed	Prior Billed
TOPOGRAPHIC AND BOUNDARY SURVEY	\$xx,xxx	\$yy,yyy	\$zz,zzz
ROW PREP & SUBMITTAL	\$xx,xxx	\$yy,yyy	\$zz,zzz
GEOTECH ANALYSIS	\$xxx	\$yy	\$zz
PRELIMINARY ROAD DESIGN	\$xx,xxx	\$yy,yyy	\$zz,zzz
PRELIMINARY UTILITY DESIGN	\$x,xxx	\$y,yyy	\$z,zzz
FINAL ROAD DESIGN	\$xx,xxx	\$yy,yyy	\$zz,zzz
FINAL UTILITY DESIGN	\$x,xxx	\$y,yyy	\$z,zzz
PUBLIC INVOLVEMENT MEETINGS	\$x,xxx	\$y,yyy	\$z,zzz
DIRECT EXPENSES	\$x,xxx	\$y,yyy	\$z,zzz
Total	\$xxx,xxx	\$yy,yyy	\$zz,zzz
Professional Fees			
	Hours	Rate	Billed Amount
Cadd Operator I	18.50	x	\$y,yyy
2 Man - Crew Chief	50.00	x	\$y,yyy
1 Man - Crew Chief	35.50	x	\$y,yyy
Engineering Intern	20.00	x	\$y,yyy
Staff Engineering	293.50	x	\$y,yyy
Principal	15.00	x	\$y,yyy
Professional Land Surveyor	70.00	x	\$y,yyy
Project Engineer	54.00	x	\$y,yyy
Project Manager	37.25	x	\$y,yyy
Ogden City Corporation Invoice number 17679 Invoice date 04/11/2016			
Page 1 of 2			

CRS ENGINEERS Solutions to Infrastructure®			
Ogden City Corporation Project 16028F Ogden City North Street Design		Invoice number Date	17679 04/11/2016
Professional Fees			
Rodman Sr. Design Technician	Hours 50.00 4.00	Rate x	Billed Amount y
Professional Fees subtotal		547.75	\$z,zzz
Reimbursable Expenses			
22x34 Color Plots			Billed Amount \$xx
Reimbursable Expenses subtotal			\$xx
Consultant Services			
Frontline Public Involvement			Billed Amount \$x,xxx
Consultant Services subtotal			\$x,xxx
Invoice total			\$xx,xxx
Aging Summary			
Invoice Number	Invoice Date	Outstanding	Current
17679	04/11/2016	\$xx,xxx	\$yy,yyy
Total		\$xx,xxx	\$yy,yyy
		Over 30	Over 60
		Over 90	Over 120
		0.00	0.00
		0.00	0.00
		0.00	0.00
Ogden City Corporation Invoice number 17679 Invoice date 04/11/2016			
Page 2 of 2			



CRS Engineers

2 N Main Street
Providence, UT 84332

435.374.4670

crsengineers.com



CRSCONS-01

SBARKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Shauna Barker		
	PHONE (A/C, No, Ext): (801) 364-3434 643	FAX (A/C, No): (801) 355-5234	
	E-MAIL ADDRESS: Shauna.Barker@american-ins.com		
INSURED CRS Consulting Engineers Incorporated dba CRS Engineers 2060 East 2100 South Salt Lake City, UT 84109	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company		25658
	INSURER B : Sentinel Insurance Co Ltd		11000
	INSURER C : Trumbull Insurance Company		27120
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6808926L232	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> Contractual		MED EXP (Any one person) \$ 10,000				
	<input checked="" type="checkbox"/> Liability		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			34UECAQ0224	03/24/2016	03/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP8666Y591	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34WECBQ6048	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Prof Liab Claim Made			DPR9907768	10/16/2016	10/16/2017	Per Claim limit 2,000,000
	<input checked="" type="checkbox"/> Retro Date 1/1/1906			DPR9907768	10/16/2016	10/16/2017	Aggregate Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Providence City is listed as an additional insured with respects to the General & Auto Liability as per the contract.

CERTIFICATE HOLDER

CANCELLATION

Providence City 15 South Main Providence, UT 84332	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Insured Name: CRS Consulting Engineers, Inc. dba Caldwell Richards Sorenson
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED
(Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by additional endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by

COMMERCIAL GENERAL LIABILITY

you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this

Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Resolution 052-2016

A RESOLUTION AMENDING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR LITTLE BALDY PLACE SUBDIVISION, A 37-LOT RESIDENTIAL SUBDIVISION LOCATED GENERALLY AT 80 NORTH SHERWOOD DRIVE.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

WHEREAS on July 12, 2016 the Providence City Council approved Resolution 033-2016 approving the Development and Public Improvement Installation Agreement for Little Baldy Place Subdivision, a 37-lot residential subdivision located generally at 80 North Sherwood Drive.

- After review of the Development Agreement, Providence City Attorneys recommended revisions to paragraphs G, H, 1.5, 9.2, 9.10, 9.11 and adding 9.12.
- The attached Development Agreement has been prepared by the City Attorneys and reviewed by the Developer.

THEREFORE be it resolved by the Providence City Council:

- The attached Development and Public Improvement Installation Agreement shall be approved.
- The Mayor and City Recorder are hereby authorized to execute said agreement.
- This resolution shall become effective immediately upon passage.

THEREFORE be it resolved by the Providence City Council:

- The attached
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15 day of November, 2016.

Council Vote:

Allen, Kirk	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Giles, Dennis	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sneddon, Roy	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

**DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION
AGREEMENT FOR LITTLE BALDY PLACE SUBDIVISION**

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into this ____ day of July, 2016, by and between Stan Checketts Properties, L.C., a Utah limited liability company ("Developer") and the City of Providence ("City"), a Utah municipal corporation. Developer and the City may be collectively referred to herein as "the Parties."

RECITALS

- A. WHEREAS, Developer is the owner of certain parcels of real property, located within the City's boundaries, which property the Developer desires to improve and develop (the "Development Property");
- B. WHEREAS, City is a Utah municipal corporation that has jurisdiction over the development of the Development Property;
- C. WHEREAS, Developer has submitted to the City a final plat for the Development Property and the City's Land Use Authority has approved the final plat for Development in accordance with applicable Subdivision Ordinances of the City (the "Final Plat"). A copy of the fully executed Final Plat is on file at the City Offices;
- D. WHEREAS, in conjunction with the Final Plat, Developer has also submitted to the City proposed construction drawings for the improvement of the Development Property, and the City has approved the same (the "Approved Construction Drawings"). A copy of the Approved Construction Drawings is on file at the City Offices;
- E. WHEREAS, Developer, pursuant to this Agreement and the conditions imposed by the approved Final Plat, Construction Drawings, and applicable City Ordinances, agrees to construct certain public improvements, including, but not limited to improvements in access, streets, water, sewer, utilities, parks, trails, street lights, and other such improvements (the "Public Improvements").
- F. WHEREAS, pursuant to City Ordinances, Developer is required to furnish security of performance to secure the completion of all of the required Public Improvements and a warranty bond to protect against defects in those improvements;
- G. WHEREAS, the Parties mutually understand and intend this Agreement to be a "Development Agreement" within the meaning of, and entered into pursuant to, Utah Code Ann. § 10-9a-102(2) (2008).
- H. WHEREAS, the Parties acknowledge that entering into this Agreement will

provide benefits to each Party above and beyond the legal rights of each Party in the absence of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. PUBLIC IMPROVEMENTS

Developer agrees to construct all Public Improvements required by City Ordinances and this Agreement, and in conformance with the Final Plat, Construction Plans, Providence City Corporation Department of Public Works Standards and Specifications Manual (the "Standards and Specifications Manual"), and all other applicable City, State and Federal Codes and regulations. The Parties mutually agree and acknowledge that the following Public Improvements required in this Agreement and pursuant to the Final Plat and Approved Construction Drawings are lawful exactions under Utah Code Ann. § 10-9a-508 (2016).

- 1.1 Street Improvements.** The Developer agrees to construct the street(s) as identified on the Final Plat and according to the locations, specifications, and designs set forth in the Approved Construction Drawings.
- 1.2 Culinary Water Improvements.** Developer agrees to construct and install culinary water improvements in accordance with the Standards and Specifications Manual and according to the locations, specifications, and designs set forth in the Approved Construction Drawings:
- 1.3 Fire Protection.** Developer agrees to construct and install fire hydrants and lines in accordance with the requirements and standards set forth by the fire authority having jurisdiction, Standard and Specifications Manual, and according to the locations, specifications, and designs set forth in the Approved Construction Drawings. The Developer also agrees to control weeds, trash, and other debris on site and in accordance with Providence City Code Title 4 Public Health and Safety until such time that Developer no longer holds an ownership interest in the Development Property.
- 1.4 Sanitary Sewer Improvements.** Developer agrees to construct and install sanitary sewer improvements in accordance with the Standards and Specifications Manual and according to the locations, specifications, and designs set forth in the Approved Construction Drawings.
 - 1.4.1 Inspection at Developer's Expense.** Developer acknowledges and agrees that the constructed and installed sanitary sewer improvements must be inspected by the City before any open trench is backfilled. Developer acknowledges that it must contact the City to request and schedule the sewer inspection, and that Developer must

pay all costs of said inspection.

1.4.2 Acceptance. Before the sanitary sewer improvements will be accepted by the City, the Developer, at its own expense, shall cause the sewer improvements to be video imaged throughout the entire line. The video imaging must be labeled and Developer shall furnish an acceptable copy to the City. Developer acknowledges and agrees that the City must accept the test results prior to any unit being connected to the line and before asphalt is installed. The video image results must be acceptable to the City as a condition of the City's acceptance of the sewer improvements as part of the Public Improvements.

1.5 Water Requirement. Pursuant to Providence City Ordinance § 8-1-21, the Developer has determined that the amount of water required for this development is 159.73 acre-feet. Developer agrees to meet this water dedication requirement by conveying to the City 159.73 acre-feet of Water Right Nos. 25-3451, 2504147, and/or 25-4150 (a32010), which has have previously been approved for municipal use in the City. The conveyance shall be made by Warranty Deed in a form that is acceptable to the City's water attorney, and shall be insured by a water right title insurance policy paid by the Developer.

1.6 Irrigation Waterways, Private Laterals

1.6.1 Private Laterals. Developer acknowledges and agrees that irrigation ditches within the City are private water laterals and the City has no responsibility or liability associated with the location and function of the same. Likewise, Developer acknowledges and agrees that the City has no responsibility or liability for any changes in irrigation waterways or assumed waterways right of way.

1.6.2 Maintenance and Repair. Developer acknowledges and agrees that the maintenance and repair of any and all irrigation waterways running through or upon the Development Property will be the sole responsibility of the irrigation Water Company and/or Developer. Likewise, Developer acknowledges that the City has no responsibility or liability for the proper maintenance and repair of the irrigation waterways and should any waterway fail, for any reason, including but not limited to failures associated with defective design, vandalism, acts of nature, and/or negligent repair or maintenance.

1.6.3 Existing Waterways. Developer agrees to locate and protect any and all existing irrigation waterways running through or located upon the Development Property and to work directly with the irrigation Water Company to create a plan to re-route and/or repair the waterways, as necessary to maintain the serviceability and integrity of the

waterways.

1.6.4 Irrigation Water Company Approval. As a condition of final plat approval, Developer agrees to provide the City with a plan to re-route and/or repair any existing irrigation waterways or laterals located upon the Development Property. Developer shall provide the City with the irrigation Water Company's written approval of the plan.

1.7 Parks and Trails. Developer agrees to construct any and all parks and trails according to the locations shown on the Final Plat and the specifications and designs set forth in the Approved Construction Drawings. The current Bonneville Shoreline Trail/deer fence trail remains accessible in its current location with a temporary easement that will be relinquished upon the trail being moved higher up the mountain (east) with the approval of the entities involved. Cost will not be borne by Providence City unless approved by the City Council.

1.8 Street Lighting. Developer agrees to install street lights in Development Property in locations determined by the City and as shown on the Approved Construction Drawings. Developer agrees to pay for any and all costs associated with the purchase and installation of the street lights and all related materials. Developer is responsible for all necessary coordination with the power company relative to the installation of the street lights. Developer agrees the underground improvements necessary for street lighting will be completed prior to or concurrently with laying the asphalt.

1.9 Street Signs. The Developer agrees to pay for the cost to purchase and the installation of roadway signs as required by the Public Works Director or as required by regulation or local, state, or federal law, including but not limited to all necessary and discretionary signs, such as stop signs, yield signs, pedestrian crossing signs, animal crossing signs, signs indicating steep grades, curves ahead, and all other such signs as may be required, at the City's sole discretion, to ensure for the health, safety, and welfare of the public. The City shall install the signs.

1.10 Safety Delineators and Barriers. If, at any time during construction upon the Development Property, the City determines, in its sole and reasonable discretion, that there exists any danger to the health, safety, or welfare of the public, the City shall require, and Developer shall construct and maintain, temporary safety delineators and barriers of a kind and manner acceptable to the City.

1.11 OffSite Infrastructure Requirements. The Parties acknowledge and agree that there is a clear, direct and substantial relationship between the impact caused by the improvement of the Development Property and the need for offsite infrastructure improvements. The Parties agree that the offsite

improvements provided for in this Agreement are roughly equivalent, both in nature and extent, to the impact of the Development.

SECTION 2. CONSTRUCTION PERIOD

2.1 Two Year Construction Period for Completion of Public Improvements.

Pursuant to Providence City Code § 11-5-3, construction of the Public Improvements must be completed within two years of the date the Approved Construction Drawings were signed by the City Engineer. Developer agrees to complete all required Public Improvements to the furthestmost structure no later than the ____ day of July, 2018.

2.2 Pre Construction Meeting.

Developer agrees to schedule and attend a "Pre-Construction Meeting" with the general contractor, all subcontractors that the general contractor intends to hire, and City Staff prior to beginning any construction on the Development Property, including grading and trenching. Developer agrees to notify the general contractor of the time and location of the Pre-Construction Meeting, and thereafter ensure that the general contractor and all sub-contractors are aware of their required attendance at the Pre-Construction Meeting. No construction of any kind shall commence on the Development Property until after the Pre-Construction Meeting.

2.3 Storm Water Control/Best Management Practices.

2.3.1 Storm Water System. Developer will comply with all storm water requirements in Title 7, Chapter 8 of the Providence City Code and shall install a storm water system in accordance with the Providence City Corporation Department of Public Works Standards and Specifications Manual and as shown on the Approved Construction Drawings.

2.3.2 Best Management Practices. Developer agrees to comply with all relevant best management practices identified in the Storm Water Pollution Prevention Plan. Developer agrees to plant or construct vegetation, or revegetation, of park strips, and to maintain such vegetation until such time as the ownership of the park strip is conveyed to an owner other than Developer.

2.3.3 Maintenance of Infrastructure. Developer agrees to perform routine maintenance of infrastructure as required by the City's Public Work's Director while the development is under construction and until the development is accepted by the City. Such maintenance may include, but is not limited to snow removal, cleaning of gutters and drop boxes, maintaining water facilities, and filling, maintaining, and vegetating park strips.

- 2.4 Sale of Lots/Building Permits.** The Developer may sell residential building lots on the Development Property, as such building lots have been identified and platted on the Final Plat and improved in accordance with the Approved Construction Drawings. The City may issue building permits in accordance with Providence City Ordinance § 11-5-2 and Utah State Code § 10-9a-802, except that no building permits shall be issued by the City to any lot owner without a conditional use permit, as set forth in Section 9 herein below and applicable City ordinance.
- 2.5 As Built Construction Plans.** Developer agrees to provide the City with accurate as built drawings as required by Providence City Code § 11-5-3(B).

SECTION 3. INSPECTION, ACCEPTANCE AND WARRANTY PERIOD FOR PUBLIC IMPROVEMENTS.

- 3.1 Inspection.** Pursuant to Providence City Code § 11-5-3, Developer agrees to request an inspection of all Public Improvements by the City at the completion of construction, or prior to the end of the two year construction period identified herein at Section 2.1.
- 3.2 Acceptance.** The Parties acknowledge and agree that the Development will not be accepted by the City until the City Engineer has provided the Parties with a signed statement that the Public Improvements have been completed. Developer agrees to request this statement from the City Engineer upon completion of the Development.
- 3.3 Warranty Period.** Pursuant to Providence City Code § 11-5-5, Developer agrees to provide the City with a one (1) year written guarantee for all Public Improvements wherein Developer agrees to repair or replace any and all Public Improvements that are determined by the City to be defective within the one (1) year warranty period.
- 3.3.1 Contents of Guarantee.** Developer warrants that the Public Improvements will remain in good condition, and free from all defects in performance, materials, and workmanship during the Warranty Period, except where such damage or defects are caused by verified acts of misuse, vandalism, or negligent acts of parties other than those associated in any way with the design, construction, and/or materials used as part of the construction, including but not limited to Developer, subcontractors, engineers, consultants etc.
- 3.3.2 Warranty Period.** The Warranty Period shall commence upon the date of written acceptance of the Public Improvements by the City and shall expire one (1) year thereafter.

SECTION 4. SECURITY OF PERFORMANCE

4.1 Public Improvement Completion Security. Pursuant to Providence City code § 11-5-7 and in order to assure the City that all Public Improvements are constructed in conformance with all relevant City ordinances regulations and standards, Developer agrees to provide security of performance. In the event that Developer fails to fulfill its obligations under the Agreement, Final Plat, Approved Construction Drawings, or relevant City, State or Federal Codes, the City, in its sole discretion, has the right to construct or cause to be constructed any and all incomplete Public Improvements.

4.1.1 Amount Required. Developer agrees to provide security of performance in a form that is acceptable to the City and in the amount of \$2,752,800.00, which amount is 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

4.2 Foreclosure on Security. In the event Developer fails to pay the City within sixty (60) days of receipt of the City's written demand for payment, the City may foreclose on the Public Improvement Completion Security; provided, however, the City may foreclose or otherwise take any necessary steps prior to the end of this sixty (60) day period to protect the City's claims in the security from lapsing or expiring.

4.2.1 Costs/Indemnification. Developer shall be liable to the City for any and all costs incurred by the City associated with the construction of any and all incomplete Public Improvements, including, but not limited to engineering, legal costs, attorney's fees, and other associated contingent costs, together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred by the City arising from incomplete Public Improvements.

SECTION 5. WARRANTY BOND

5.1 Warranty Bond. Pursuant to Providence City Code § 11-5-7(A), Developer agrees to tender to, and name the City as beneficiary to, a three year Warranty Bond.

5.1.1 Amount Required. Developer agrees to tender to the City a Warranty Bond in the amount of \$250,250.00, which amount is not less than 10% of the estimated cost of the construction of the Public Improvements.

5.2 Public Improvement Repair Notice. In the event that the City discovers any defects in any of the Public Improvements during either the construction period or during the Warranty Period the City shall provide Developer with

written notice of such defects.

5.2.1 Form of Notice and Time to Repair/Replace. The notice furnished by the City shall be in substantially the same form as the form attached hereto as **Exhibit "A"**. Developer hereby agrees to repair or replace the defective Public Improvement(s) within ninety (90) days of receipt of Public Improvement Repair Notice.

5.3 Foreclosure on Warranty Bond. If Developer fails to repair or replace the defective Public Improvement to the satisfaction of the City and within the ninety (90) day time frame identified in § 3.3.1, the City may cause the defective Public Improvement(s) to be repaired or replaced and foreclose on the Warranty Bond. The City may, in its discretion, use the Warranty Bond funds for purposes of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for funds spent by the City for the repair or replacement of the defective Public Improvement(s).

5.3.1 Costs/Indemnification. Developer is responsible and liable for any and all costs incurred by the City associated with constructing and/or repairing any and all defective or incomplete public improvements, including, but not limited to engineering, legal and contingent costs together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred by the City associated with or arising from any and all incomplete Public Improvements.

5.3.2 Deficiency. Developer agrees to pay the City for any and all costs associated with the repair or replacement of defective Public Improvement(s) that are not paid for from the Warranty Bond. City must utilize all available Warranty Bond funds in paying for the cost of repair or replacement of defective Public Improvement(s) before seeking any deficiency amounts from Developer.

5.4 Public Safety. The parties agree that the City may impose a time frame less than ninety (90) days upon Developer to repair or replace defective Public Improvements that the City reasonably determines poses a threat to public safety, health, or welfare.

5.4.1 Notice. The City shall notify Developer, by whatever means are reasonable under the circumstances, of the time frame in which repair or replacement of the defective Public Improvement(s) must be completed. In emergency situations that pose an immediate threat to public safety, the City may, without notice to Developer, immediately repair or replace any defective Public Improvement causing the emergency situation. The City shall notify the Developer as soon as

reasonably possible under the circumstances about the emergency condition.

- 5.4.2 Developer's Obligation Upon Receipt of Notice.** Within 48 hours of receipt of the City's notice of the shorter time frame referenced in Section 5.4.1 above, Developer shall provide the City with either reasonable assurances that the defective Public Improvement(s) will be repaired or replaced within that time frame or authorize the City to repair or replace the Defective Public Improvements. If the Developer fails to provide reasonable assurances or authorize the City to repair or replace the defective Public Improvement(s) within 48 hours of receipt of the City's notice, the City may elect to repair or replace the defective Public Improvement(s) and foreclose on the Warranty Bond for purpose of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for the same.

SECTION 6. APPLICATION UNDER FUTURE LAWS

Without waiving any rights granted under this Agreement, Developer may at any time choose to submit a development application for some or all of the Development Property under the City's future laws in effect at the time of that application. Any Development application submitted under the City's future laws shall be governed by all portions of the City's future laws related to the development application.

SECTION 7. EXPIRATION OF FINAL PLAT DEVELOPMENTAL RIGHTS

Pursuant to Providence City Ordinance § 11-3-3, an approved Final Plat will be void if it is not recorded within one (1) year of approval of this Agreement by the City Council. Developer agrees and acknowledges that any vested right to proceed with the development of the Development Property will terminate upon the expiration of the Final Plat.

SECTION 8. BUILDING PERMITS

- 8.1 Hazard Overlay Zones.** Pursuant to City Code § 10-5-1, *et seq.*, the Development Property is located wholly or partially within an area designated on the City Zoning Map as being part of a sensitive or hazardous lands overlay zone. Presently, the Development Property is identified as being within the Hazard Slope Zone (§ 10-5-4), the Hazard Earthquake Primary Fault Zone (§ 10-5-6), and the Hazard Wildfire Zone (§ 10-5-7), as show on defined or applicable City, Cache County, or State of Utah maps.
- 8.2 Conditional Use Permits.** As a condition of Final Plat approval, and by and through this Agreement, Developer acknowledges that the Development Property is within one or more Overlay Zones. Pursuant to City Code § 10-5-1, any residential building lot owner seeking a building permit must first obtain a conditional use permit under the provisions of City Code § 10-3-5.

- 8.3 Hazard Slope Zone.** Any residential building lot owner seeking a building permit in the Hazard Slope Zone shall apply for a conditional use permit and provide sufficient evidence that the lot and proposed building plans comply with the requirements of City Code § 10-5-4, and any other applicable City, state, or federal law or regulation.
- 8.4 Hazard Earthquake Primary Fault Zone.** Any residential building lot owner seeking a building permit in the Hazard Earthquake Primary Fault Zone shall apply for a conditional use permit and provide sufficient evidence that the lot and proposed building plans comply with the requirements of City Code § 10-5-6, and any other applicable City, state, or federal law or regulation.
- 8.5 Hazard Wildfire Zones.** Any residential building lot owner seeking a building permit in the Hazard Wildfire Zone, as shown on any defined and applicable City, Cache County, or State of Utah maps, shall apply for a conditional use permit and provide sufficient evidence that the lot and proposed building plans comply with the requirements of the applicable City, state, or federal law or regulation.
- 8.6 Notice of Hazzard Overlay Zones.** Developer acknowledges that pursuant to City Code § 10-5-10, the City may cause to be recorded at the Office of the Cache County Recorder a notice that one or more of the residential building lots created by the Final Plat are located within a Sensitive or Hazard Overlay Zone. The notice may state that the lot is subject to the provisions of City Ordinances related to sensitive or hazardous lands, including notice that a building permit will not be issued without the lot owner first obtaining a conditional use permit.

SECTION 9. MISCELLANENOUS

The following provisions are an integral part of this Agreement:

- 9.1 Entire Agreement/Amendment.** With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the entire agreement between the Parties, and may not be altered, modified, or amended except as identified herein. All prior and contemporaneous conversations, oral or written, agreements, arrangements, and understandings between the Parties respecting the subject matter of this Agreement are hereby superseded and rescinded.
- 9.2 Term of Agreement.** The term of this Agreement shall be the shorter of (a) 15 years . from date the Agreement signed or (b) build out, meaning the completion of all construction of all improvements pursuant to the Final Plat,

Approved Construction Drawings, and this Agreement. The Parties acknowledge and agree that the term of this Agreement does not alter or impact in any way the time restraints and deadlines prescribed in City Ordinances or Utah State Code, and Developer acknowledges that time restraints and deadlines prescribed in City Ordinances or Utah State Code will supersede the term of this Agreement.

- 9.3 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 9.4 Counterparts.** This Agreement may be executed in counterparts, and the delivery of an executed signature page via facsimile shall have the same force and effect as the delivery of an executed original.
- 9.5 Captions.** The headings contained in this Agreement are for reference purposes only and shall not limit, expand or otherwise affect the construction of this Agreement.
- 9.6 Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of the remaining provisions of this Agreement.
- 9.7 Governing Law and Venue.** The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any legal action involving a dispute concerning the interpretation or enforcement of this Agreement shall be brought only in the First Judicial District Court, County of Cache, State of Utah.
- 9.8 Recitals and Exhibits.** All factual recitals set forth herein and referenced or attached exhibits shall be considered a part of this Agreement.
- 9.9 No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement create any third-party beneficiary rights. The Parties acknowledge that the City has no interest in, responsibility for or duty to any third parties concerning the Public Improvements unless the City has accepted the dedication of such Public Improvements.
- 9.10 Attorney Review, Voluntary Agreement.** Each Party acknowledges that it has had this Agreement reviewed by its attorney or has, in the alternative, specifically elected not to do so. Each Party further acknowledges that it is entering into this Agreement willingly and voluntarily with full knowledge of its legal rights and remedies, which it is entitled to under Utah law, and, that by entering into this Agreement, it will be bound to perform its obligations

under this Agreement, irrespective of legal rights and remedies that it had, or may have had, in the absence of this Agreement.

- 9.11 No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of that party to exercise at some future date any such right or other right it may have.

9.12 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, as set forth in Utah Code Ann. § 10-9a-509. Any such proposed change affecting the vested rights of the Development Property shall be of general application to all development activity in the City; and, unless in good faith the City declares a bona fide emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Development Property under the compelling, countervailing public interest exception to the vested rights doctrine.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein written above.

City of Providence

By: _____
Don W. Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

STATE OF UTAH)
 :
County of Cache)

On the _____ of _____, 2014, personally appeared before me, Don W. Calderwood, and Skarlet Bankhead, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the same.

Notary Public

[DEVELOPER]

By: _____
Its: _____

STATE OF UTAH)
 :
County of _____)

On this _____ day of _____, 2016 personally appeared before me,

_____,
_____ who is personally known to me
_____ whose identity I proved of the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
and who by me duly sworn/affirmed, did say that he/she is the _____
of _____, and that said document was signed by him/her in
behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of
Directors, and said _____ acknowledged to me that said

Corporation executed the same.

Notary Public

Commission Expires: _____

DRAFT

EXHIBIT A
Form of Public Improvement Repair Notice

[City of Providence Letterhead]

PUBLIC IMPROVEMENT REPAIR NOTICE
_____ **Subdivision**

[Date]

Re: Notice to Replace or Repair Defective Public Improvements

Dear _____:

This is to notify you that pursuant to an inspection by the City of Providence of the Public Improvements installed by you in accordance with that certain PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT AGREEMENT (the "Public Improvement Agreement") dated _____, 20__, the City of Providence has determined that certain Public Improvements installed by you are defective and require either repair or replacement. The defective Public Improvements are as follows:

[Set forth in detail the nature and extent of the defective Public Improvements]

You are hereby put on notice that unless you either repair or replace the defective Public Improvements as required by this Public Improvement Repair Notice within ninety (90) days *[or state a shorter time frame if the nature of the defective public improvements poses a health and/or safety hazard if not repaired before the 90 day period]* after your receipt of this Public Improvement Repair Notice, weather permitting, the City shall cause the Public Improvements to be repaired or replaced as set forth herein and shall draw upon the Developer Warranty Bond Funds deposited in accordance with the terms and conditions of the Public Improvement Agreement to reimburse the City for the cost of the repairs or replacement of said Public Improvements.

Sincerely Yours,
Providence City,

By:

Print Name